

City of Bradford Metropolitan District Council

**Bradford and District Residential and Nursing Care Homes Provider
List – PDPS Round 1**

Reference: BMDC/DN420609

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

Variation to Agreement

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

Variation Agreement

The resident is referenced as the Service User throughout this document. The care home is the Provider and the Council means City of Bradford Metropolitan District Council acting as the Lead Commissioner on its own behalf or as the agent of the NHS.

The Agreement

The Bradford and District Residential and Nursing Care Homes Provider List sets out the terms and conditions governing how we work with Providers to deliver care home services to their Residents.

Under the above Provider List, each time an individual is supported to move into a care home an agreement, called 3.1 Individual Service Agreement is put in place between the Council, the Provider and the Service User for the provision of assessed health and social care needs; which are met by the Council as stated in the Care Act 2014. The Council sets a base rate it will pay for these fees on an annual basis.

Where there are additional costs, over and above these, such as personal choice services e.g. more expensive accommodation and / or additional services, then the Care Act 2014 places some conditions on how these can be paid, see below. The details of these additional costs are shown in document 3.1a Non Health and Social Care Contributions Agreement, which sets out the payment arrangements to cover the difference between the Council's base rate and the Provider's fee.

Over the course of the Service User's time living in the home there may be changes to the costs and / or the personal choice services received. This form sets out the details of the variation to the contract in place between Service User, Provider and the Council.

Personal Choice Contributions

The Care Act 2014 sets out who can make these payments, which are known as First or Third party payments. This is sometimes known as a Top Up.

The Care Act 2014 states:

First Party Payments are those paid by the Service User.

The Service User 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 NHS, 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 Service User

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.

Further Guidance

Guidance has been produced to outline the care fee 'top up' arrangements for a Service User living in a registered residential or nursing home. All Service Users and / or their representative(s) should familiarise yourself with this guidance before signing up to this legally binding agreement.

A copy of the Council guidance document, Personal Choice Contributions – Third Party Top Ups is available from your Social Worker, Provider and is also available on the Council's website.

Variation to Agreement

This variation form is to be completed where a First or Third party contribution payment exists and the amount, or type of services included, are changing. It does not cover the cost of meeting your care needs or utilities, as these are covered in the payment made by the Council.

All proposed changes must be discussed between the Provider and the person making the payments, setting out in writing:

1. What each additional charge relates to;
2. The reasons for the change; and
3. The date the changes will take effect.

All proposed changes to the amount payable need to be agreed between the parties and must take affordability into account.

Where the payee is unable to commit to an increase in payments, or is unable to continue to make the agreed payments, then they should discuss this with the Provider in the first instance.

Where a resolution cannot be sought, the Provider must contact the Council Contract & Quality Team as it may be necessary to arrange for a review of Service User needs.

Ultimately the Provider reserves the right to serve notice to the Service User to leave. If this happens you will urgently need to contact your allocated Social Worker or Independent Advice Hub (details below) who will support you with this process.

Commitment to pay

The Council needs to be satisfied that any changes to the payments have been agreed in advance by the individuals who will be making the payment and that they understand their liabilities to sustain this on an ongoing basis.

Where circumstances do change and it is no longer possible to make the payments in the way agreed, then the Provider must be notified at the earliest convenience.

Parties to the Agreement

Name	Address	Role
		Provider
		First Party (see Personal Choice Contributions above)
		Third Party / ies (see Personal Choice Contributions above)
City of Bradford Metropolitan District Council	City Hall, Bradford BD1 1HY	Lead Commissioner

Terms and Conditions

1. This Agreement should be completed where there are any changes to the non Health and Social Care contributions of the parties.
2. This Agreement is supplemental to document 3.1 Individual Service Agreement between the Council, the Provider and the Service User for the provision of assessed health and social care needs services, which are met by the Council as set out in the Care Act 2014.
3. The Provider must provide the information set out in Payment Details section, clearly stating the items and charges. All changes to this information must be agreed, in advance of implementation, via the completion of this document and a copy sent to Financial Support Services Contract Team.
4. Failure to maintain payments, as per this Agreement, may result in the Service User needing to move to an affordable alternative.

5. In the event of additional payments being charged, the Council reserves the right to terminate the Individual Service Agreement.
6. An increase in the Service User's income will not necessarily impact the amount of the non-Health and Social Care contributions.
7. A rise in the cost of the accommodation or additional services will not automatically be shared equally between the Council and the Third party.
8. The Provider reserves the right to review and change the personal choice services and subsequent contributions payable by the Parties from time to time. All changes payable by the First or Third Party will be notified in advance on this form and provided to the payee for consideration. A minimum of one month's notice will be given to the First or Third Party of any such change.
9. The completed 3.1b Variation Agreement must be sent to the person responsible for paying the additional payment directly to the Provider and a copy sent to the Council via FSS Contracts Team, 5th Floor, Britannia House, Hall Ings, Bradford, BD1 1HX
10. The payment is made directly to the Provider as per their agreed processes.
11. The First and Third Parties will notify the Provider of any change in financial circumstances which may impact on their ability to make the agreed payments. This must be undertaken at the first opportunity to enable renegotiation of the payment wherever possible.
12. Where a resolution cannot be sought, the Provider must contact the Council's Contract & Quality Team as it may be necessary to arrange for a review of the Service User's needs.
13. The First or Third Party must give at least one month's notice to the Provider and the Council to cancel this Agreement. If such notice is given the First or Third Party must ensure payment of all outstanding contribution payments is made. If such notice is given the Provider and / or the Council reserves the right to terminate the Individual Service Agreement in accordance with the termination provisions therein.
14. This Agreement will automatically terminate on the termination of the Individual Service Agreement or the death of the Service User.

Payments Details

This section is for the Provider to specify

- a) What each additional contribution relates to;
- b) The reasons for the change; and
- c) The date the changes will take effect.

This variation to agreement form is for capturing changes only. If there is no 3.1a Non Health & Social Care Contributions Form in place, then this should be completed to notify the services and contributions payable.

Personal Choice Contribution details <u>Include a, b, & c above</u>	Amount
Total	£

Declaration

When signing this agreement, the First or Third Party is confirming that they have read and understood these Terms and Conditions.

We strongly advise Service Users and / or their representative(s) should familiarise themselves with the Council guidance document, Personal Choice Contributions – Third Party Top Ups, see Further Guidance section, before signing up to this legally binding agreement.

Signed by the parties

On behalf of the Provider:

Sign name:

Print Name:

Date:

Position

The Service User where a First Party contribution is to be paid

Signed

Service User

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:

On behalf of the Council:

Sign name:



Print Name: Iain MacBeath

Date:

Position Strategic Director – Adult Social Care

