**Top Up Information Sheet (Third Party Top up Payer)**

I ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ have been informed of and agree to the following terms and conditions of the top up arrangements:

A Third party Top Up agreement is required when a person actively chooses a residential care setting that is more expensive than the amount identified for the provision of the accommodation in their personal budget assessed by the local authority. Where they have chosen a setting that costs more than this, an arrangement will need to be made as to how the difference will be met.

This is known as an additional cost or ‘top-up’ payment and is the difference between the amount specified in the service user’s personal budget and the actual cost of their residential placement.

This situation applies to (insert name of service user). Barnsley MBC has arranged for them to be placed there, provided a third party (insert name of Third Party) is willing and able to meet the additional cost.

• I will be responsible for the top up of (insert the sum of Third party Top up (per week/month)) for the full duration of the stay of (insert name of service user) at (insert name of Care home. I understand that this may be for a significant period of time and I am fully aware of this.

I understand that BMBC will be responsible for the payment to (insert name of Care home) for the personal budget of (insert weekly/monthly figure). This figure includes an assessed client contribution of (insert figure) on behalf of (insert name of service user), which will be paid by or on behalf of (insert name of service user) to the council each calendar month.

* The home has the right to increase the top up fee. This is limited to once per year and will usually take place in April.
* The local authority does not have control over the amount of the top up fee or the increase. The third Party top Up is a private arrangement between me (insert name of third party) and the home.
* As the payment of the Third Party Top Up is a private arrangement I may wish to negotiate with the home on the amount of the top up fee. I must inform the relevant Adult Social Care Team of Barnsley MBC of any negotiated changes immediately upon agreement.
* I understand that should I be unable to continue to meet the top up fee then (insert name of service user), the person I am paying the top up fee for, may be moved to an alternative home within their personal budget from the local authority, subject to an assessment of need.
* The agreed amount to be paid as a Third Party Top Up will also be detailed within the schedule of agreement and I will be required to sign this at the 6-week review.
* I understand Barnsley MBC will pay the Gross cost of the residential placement directly to the residential provider (i.e. authority contribution plus service user assessed contribution) on a weekly/monthly basis.
* I understand the Third Party top up payments will be made by me (insert name of Third Party) directly to Residential provider at a frequency agreed between us (i.e. monthly, 4 weekly).
* The above arrangements will be reviewed at the annual review of (name of service user) at (name of care home). I understand that I will be informed of the outcome of this review as soon as possible after completion.
* I will inform the relevant Adult Social Care Team at Barnsley MBC and the manager of (name the care home) of any change of my circumstances that could lead to me being unable to pay the agreed Third Party Top Up on behalf of (insert name of service user) as soon as I am aware of same.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date