**AGREEMENT FOR FIRST PARTY CONTRIBUTION**

**THIS AGREEMENT** is made on the day of 20[XX]

**BETWEEN**

1. **Lincolnshire County Council** of County Offices, Newland, Lincoln, LN1 1BA (‘**the Council’**) and

2. of (‘**the Resident’**)

[OR where the Resident lacks mental capacity to sign the agreement

2. of (**'the First Party' acting on behalf of the Resident as holder of a lasting power of attorney or financial deputy in respect of the Resident**)]

3. of **(‘the Provider’)**

**WHEREAS**

(A) The Council and the Provider’ have entered into a contract for the Provider to provide accommodation and services to people who the Council has assessed as requiring long or short term personal care (including where the person has also been assessed as requiring nursing care (‘**the Framework Agreement’**).

(B) [*Insert name of individual Resident and remove square brackets*] (‘**the Resident’**) has selected room no *[insert room number and remove square brackets]* in *[insert name of Care Home and remove square brackets]* (‘**the Accommodation’**) as their preferred accommodation.

(C) The cost of the Accommodation is £[XXXX]. The amount specified in the Resident's personal budget is £[XXXX]

(D) The Resident/First Party is willing to pay the difference between the cost of the Accommodation and the amount specified in the Resident's personal budget because the Resident:-

(i) is subject to a twelve (12) week property disregard; or

(ii) has entered into a deferred payment agreement with the Council; or

(iii) is receiving accommodation under s.117 Mental Health Act 1983.

**IT IS NOW HEREBY AGREED** as follows:-

1. In consideration of the Council agreeing to place the Resident in the Accommodation, the Resident/First Party undertakes to the Council to pay to the Provider each week the sum of £[XXXX] (**'First Party Contribution**') with effect from [insert date] for the period during which the Resident is placed in the Accommodation including periods of hospitalisation or other periods during which the Resident is temporarily absent from the home.

2. The amount of the First Party Contribution is fixed for the duration of this agreement until such time as the Provider increases the cost of the Accommodation in line with the conditions within their contract with the Council or unless there is a material change in the needs of the Resident. The Council will write to the Resident/First Party to inform them of any such change and any change to the First Party Contribution.

3. In the event that the cost of the Accommodation increases, the Council shall not be obliged to increase the amount specified in the personal budget by the same or any amount. In such circumstances the Council may increase the amount of the First Party Contribution by any amount not exceeding the difference between the cost of the Accommodation and the amount specified in the Resident's personal budget.

4. The Resident/First Party shall make payment of the First Party Contribution directly to the Provider. If any payment is not made such that the Council is liable to the Provider for the First Party Contribution of such amount then the Council shall be entitled to recover the amount of that First Party Contribution from the Resident/First Party as a debt.

5. The Council will be entitled to terminate the placement of the Resident and move the Resident from the Accommodation (subject to reassessment of the Resident's needs) if:-

(a) the Resident/First Party fails to make any payment; or

(b) the Resident/First Party terminates this Agreement under clause 7.

6. The Council reserves the right to:-

(a) terminate this agreement and any agreement under which the Resident is placed in the Accommodation in any circumstances in which the Council is entitled to do so under the terms of its contract with the Provider;

(b) move the Resident from the Accommodation if the Accommodation is no longer capable of meeting the Resident's assessed needs.

7. The Resident/First Party shall be entitled to terminate this Agreement for any reason including changes in the Resident's financial circumstances or objection to any change in the amount of the First Party Contribution by giving to the Council not less than twenty eight (28) calendar days' written notice.

8. The Resident/First Party acknowledges that:-

(a) an increase in the Resident’s income will not necessarily lessen the need for the Resident to make a financial contribution to the cost of care to the Resident; and

(b) a rise in the cost of the Accommodation will not automatically be shared equally between the Council and the Resident.

9. This Agreement shall be reviewed not less than annually and shall be reviewed in response to changes in circumstances of the Resident including the Resident's financial circumstances.

10. The Resident/First Party shall inform the Council without delay of any change in his or her financial circumstances. In the event that the Council receives such a Notice from the Resident/First Party, the Council shall be entitled to:-

(a) recover any outstanding First Party Payments from the Resident/First Party which amount shall be owed as a debt to the Council and

(b) make alternative arrangements to meet the Resident's needs, subject to a needs assessment.

11. Any dispute or claim arising out of or in connection with this agreement or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

**SIGNED ON BEHALF THE COUNCIL**

Name: ……………………………………… Date: …………………………………...

Print:………………………………………… Designation:…………………………………

**SIGNED ON BEHALF OF THE RESIDENT/FIRST PARTY**

Name: ……………………………………… Date: …………………………………..

Print:………………………………………… Designation:…………………………………

**SIGNED ON BEHALF OF THE PROVIDER**

Name: ……………………………………… Date: …………………………………..

Print:………………………………………… Designation:…………………………………

Cc Copies to the Resident/First Party, the Provider & Adult Social Care, Contract