**AGREEMENT FOR THIRD 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 Third Party’**)

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).

(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 Third Party is willing to pay the difference between the cost of the Accommodation and the amount specified in the Resident's personal budget.

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

1. In consideration of the Council agreeing to place the Resident in the Accommodation, the Third Party undertakes to the Council to pay to the Provider each week the sum of £[XXXX] (**'Third Party Payment**') 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 Third Party Contribution is fixed until such time as the Provider may increase 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 Third Party to inform them of any such change and any change to the Third Party Payment.

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 Third Party Payment 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 Third Party shall make payment of the Third Party Payment directly to the Provider. If any payment is not made such that the Council is liable to the Provider for the Third Party Payment of such amount then the Council shall be entitled to recover the amount of that Third Party Payment from the Third 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 Third Party fails to make any payment; or

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

8. The Third Party acknowledges that:-

(a) an increase in the Resident’s income will not necessarily lessen the need for the Third Party 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 Third Party.

9. This Agreement shall be reviewed not less than annually and shall be reviewed in response to changes in circumstances of the Resident or the financial circumstances of the Third Party.

10. The Third 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 Third Party, the Council shall be entitled to:-

(a) recover any outstanding Third Party Payments from the Third 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, without further notice to the Third Party.

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 THIRD PARTY**

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

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

**SIGNED ON BEHALF OF THE PROVIDER**

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

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

Cc Copies to Third Party, the Provider & Adult Social Care, Contract