

The Care Act 2014
Care & Support (Choice of Accommodation) Regulations 2014

Dear

Third party top up arrangement

We have been informed by the Social Services Team responsible for care that you wish to provide a Third Party Top-Up towards the cost of placement in residential care and to enter into a Third Party Top-Up Agreement with DCC.

As you know, DCC has calculated a Personal Budget of per week which is the cost of a suitable placement at . As the Personal Budget is equal to the costs of care at , would not have to pay anything other than assessed contribution. However, you and/or have indicated that would prefer to live at . As you know, this care home has not accepted DCC's standard residential care fees and the costs therefore exceed Personal Budget. .

Nevertheless, may choose to live in a more expensive care home than the amount specified in their Personal Budget, providing a third party is willing and able to pay the additional cost/top up.

In order for DCC to consider your request to enter into a Third Party Top-Up Agreement, you are asked to provide the items set out in paragraph six in order that DCC can comply with its obligations to ensure sustainability under the Care Act and to satisfy itself that the financial risks of entering into this agreement are acceptable.

Alternatively if you do not wish to provide the evidence required you may self certify and choose to sign the agreement declaring you are willing and able to afford and sustain the Third Party Top Up for the likely duration of stay in residential care,

If you have any doubts about being able to sustain the agreed payments you should allow DCC to place _____ in a care home within the amount specified in _____ Personal Budget, as this will be the only way to guarantee that _____ is not required to move if you are unable to continue making payments in full.

If the proposed Third Party Top Up arrangement is going to involve more than one third party making contributions to _____ care costs, we will require each third party to provide the information requested below or self-certification from each party concerned. In assessing the sustainability of any arrangement, DCC will take into account the ability of each party to pay the full amount of the top-up on their own because the agreement will make each third-party liable for the full costs of the top up in the event that one or more of the other is unwilling or unable to pay.

We hope this will rarely become an issue but we wish to make it clear at this early stage that such a liability will arise in cases involving more than one third party contributor.

DCC's Duties to Ensure Sustainability

Under the Care Act 2014, DCC is under a duty to ensure that any Third Party Top Up arrangement entered into on behalf of a person requiring residential care is sustainable for the likely duration that the person will require residential care. Clearly, it is impossible to know how long such an arrangement might last but DCC must consider this and come to a view before agreeing to enter into the Third Party Top-Up Agreement on behalf of the cared for person. Clearly, it would not be in the cared for person's best interests to have to move were the top-up arrangement to break down.

DCC will operate from a starting point of sustainability of at least two years' residence in the care home unless the circumstances of the case would indicate that such a duration is not appropriate for the person concerned.

Risk to DCC

Where DCC enters into a gross arrangement it will be primarily liable to the care home provider for the full costs of the Placement. DCC is only required in law to pay the costs of meeting _____ eligible care and support needs at the rate specified in _____ Personal Budget. Such an arrangement puts DCC at financial risk in the sum of _____ each week for something that it has no legal duty to provide.

Taking into account the above and in addition to DCC's responsibilities to ensure the sustainability, DCC wishes to ensure its own financial security by satisfying itself that any arrangement is going to be honoured by the person agreeing to pay the top-up. It would be inequitable to other service users who

accept DCC funded placement if DCC were to be asked to pay the top-up amount in the event that a third party failed to do so.

Method of Payment

All payments under the Top-Up Agreement should, save in exceptional circumstances, be arranged via Direct Debit paid straight into DCC's bank account. To that end, kindly complete and return the enclosed Direct Debit Mandate. If you are unable to arrange a Direct Debit, please confirm the reason for this (e.g. you do not operate a bank account) and confirm the method in which you would prefer DCC to receive payments. DCC will take this into account when deciding whether to enter into the Top-Up Agreement.

Information Requested

For the reasons outlined above each person seeking to contribute towards a Third Party Top Up arrangement for _____ is asked to provide the following:-

1. Proof of identity [for example, copy of passport or driving licence].
2. Proof of payment method e.g. savings account showing sufficient funds to meet the Third Party Top Up for the likely duration of the agreement based on the average period a person requires residential care
3. Or:
4. Payslips for the last 3 months.
5. Direct Debit Mandate Form (enclosed – Appendix 1).

Once DCC has received all of the above mentioned items, it will consider your request to enter into the Third party Top-Up Agreement and will endeavour to provide you with a reply within 7 days of receipt of the requested items.

The Third Party Top Up Agreement is enclosed with this letter. Please sign and return to our offices with the documents requested above or the self-certification form. If DCC decides to accept to enter into the agreement, we will send you a copy of the agreement signed by all parties. If DCC decides not to enter into the agreement you will be sent a full explanation.

Summary

This arrangement, if entered into will be a significant commitment on your part and your agreement to pay the Third Party Top Up is likely to dictate whether _____ is able to remain living at _____ or whether _____ will need to move elsewhere at relatively short notice.

If you are unsure about whether to enter the agreement, or are concerned about the implications for [redacted] if you are unable/unwilling to pay in the future, you are advised to allow DCC to arrange [redacted] care in a care home that is prepared to meet [redacted] needs for sum within [redacted] Personal Budget and which would not, therefore, require you to pay anything towards those costs.

As the proposed Third Party Top Up arrangement involves you entering into a legally binding contract to pay a significant sum towards the cost of care, DCC would strongly recommend you seek independent financial advice before agreeing to enter into the Third Party Top Up Agreement. It may also be sensible to discuss the legal implications of the agreement set out at Appendix 2 before formally committing to anything. As you can see, this letter is a preliminary document designed to help you decide whether you wish to commit to the Third Party Top Up Agreement, it is not the Top Up Agreement itself. You therefore have the opportunity to consider your position before ultimately agreeing to be bound by the agreement itself.

It is important that you do not feel under pressure to enter into a Third Party Top Up arrangement that you do not feel you will be able to sustain. If you feel that you are being put under pressure to enter into this agreement, it is important that you raise your concerns with us, as ultimately a failure to make the necessary payments is likely to lead to the [redacted] having to move from a care home that they may well consider to be their home.

I hope this letter, coupled with the agreement attached is sufficient for you to make an informed decision about whether to enter into the Third Party Top Up Agreement. However, if you have any queries or concerns about the content of this letter or the implications of any of the terms and conditions with the Third Party Top Up Agreement, please feel free to contact us.

On the basis that you still wish to proceed with the Thirds Party Top Up arrangement as described in this letter, I look forward to receiving the information I have requested above. In the meantime if you have any queries please contact us.

Yours sincerely,

Appendix 1 – Direct Debit Mandate
Appendix 2 –Third Party Top-Up Agreement

Cc The Service User or their representative