



MANCHESTER
CITY COUNCIL

Residential Care Top Up Policy

2026/2027

Adult Social Care Directorate

Contents

RESIDENTIAL CARE TOP UP POLICY	1
1 Introduction	3
2 Top Up Principles, Choice and Eligibility	4
3 Top Ups and written agreements	6
4 Out of Borough Placements	6
5 Emergency Placements and Hospital Discharges	7
6 First Party Top Ups	7
7 Self-funders	8
8 Responsibility for administering Top Up payments	9
9 Monitoring Top Up arrangements	9
10 Failure or Termination of a Top Up Agreement	10
11 Recovery of outstanding Top Up debts	11
Appendix 1 – The Legal Context	13
Appendix 2 – Example of First Party Top Up Agreement	14
Appendix 3 – Example of Third Party Top Up Agreement	16
Appendix 4 – Example of Third/First Party Top Up Sustainability Agreement	18
Appendix 5 – Payment Arrangements	19

If you require this document in an alternative format, such as Braille, audio, easy read, or large print, please contact 0161 234 5001.

1 Introduction

- 1.1 The *'Residential Care Top Up'* policy outlines the approach, process, and practice for managing these types of arrangements across Manchester City Council. The policy reflects the provisions within The Care Act 2014 for the administering of 'top-up' arrangements and enables the Council to ensure that specified conditions are met under The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014.
- 1.2 This policy applies to Accommodation within a care home setting.
- 1.3 Where a person's needs have been identified to be met in a residential or nursing home setting, the person may choose a setting that is more expensive than the amount identified for the provision of care within their personal budget or the Councils residential care market price framework.
- 1.4 The difference between the cost of the Council commissioned market rate and the more expensive accommodation is known as an additional cost, or a 'top-up' payment.
- 1.5 It should be noted that 'top-up' payments do not apply where the cost of care is higher as a result of meeting a person's individual specialist care and support needs, or in cases where there are market inadequacies which do not provide genuine choice.
- 1.6 Where market failure, inadequacies or specialist care and support needs apply, the personal budget should be increased to reflect the cost of the service, and a 'top-up' arrangement should not be considered.
- 1.7 The Council will apply the concept of value for money to its commissioning arrangements and base its decisions on meeting the Care Act eligibility criteria. If the Council is able to purchase and source care at a rate below the budget identified to meet the highlighted needs, it is that figure that shall form the baseline for the cost agreement.
- 1.8 The Council will only agree any 'top-up' payments where a full assessment of financial sustainability has been completed, and the cost condition met. In cases where the assessment would impact on other statutory functions, including delays in hospital discharge, the council will allow up to eight weeks for the assessment of sustainability is completed to confirm affordability of the 'top-up' payment.
- 1.9 Where a placement is planned, the financial sustainability and top-up agreements need to be completed and signed before the placement starts.

- 1.10 Where a person chooses a more expensive setting the person and the third party should fully understand the implications of ‘top-up’ arrangements and the requirements for agreeing a ‘top-up’ agreement. This policy provides the context for administering and managing ‘top-up’ agreements by the Council.
- 1.11 The oversight and management of ‘top-up’ arrangements is not the sole responsibility of the Council; the individual, the third party and the commissioned provider have a number of specific responsibilities within this policy. It is important that anyone requesting a ‘top-up’ arrangement or involved in the administering of ‘top-ups’ familiarise themselves with and ensure adherence to these specific responsibilities.

2 Top Up Principles, Choice, and Eligibility

- 2.1 When a person expresses a preference for a particular type of accommodation which is above the Council commissioned rate for those services, this is referred to as a ‘top-up’ arrangement.
- 2.2 ‘Top-up’ payments should not apply where the cost of care is higher because of meeting a person’s individual specialist care or complex needs. This is termed as an ‘Additional Cost Top Up’ and should be noted specifically in the support planning documentation detailing the complexity of needs above that of a Spot Residential or Nursing placement cost.
- 2.3 Placements should not be made or commissioned by Manchester City Council until it has been confirmed the ‘top-up’ is sustainable (or payee has been identified and has been noted, allowing up to eight weeks for the assessment of sustainability to be completed to confirm affordability of the ‘top-up’ payment in emergency situations.)
- 2.4 The sustainability period for a ‘top-up’ in a temporary residential placement is the length of the temporary stay and for permanent residential care it is three years.
- 2.5 The Care Assessor will be responsible for assessing the financial sustainability of any ‘top-up’ prior to the placement being confirmed. The Care Assessor must ensure that the sustainability assessment has been completed by the ‘the payer.’

- 2.6 This will evidence the financial circumstances of the third-party seeking to take responsibility for the 'top-up' payment, to assure the Council of their affordability to meet the 'top-up' payment.
- 2.7 The assessment will seek to clarify the:
- Availability of income, savings, and assets to repay the weekly 'top-up' fee;
 - Sustainability, or length, of any proposed 'top-up' arrangement;
 - 'The payer' or third party's understanding of the responsibilities when entering a written contractual agreement and;
 - If the proposed 'top-up' meets the additional cost condition.
- 2.8 Assessment of sustainability will be based on 'the payer' being able to afford the 'top-up' for the likely duration of the placement. Sustainability to afford the 'top-up' payments is based on excess income levels to fund the 'top-up' and any changes to affordability should be notified to the Adult Social Care Debt Recovery Team in the first instance, by the payer, as the placement and affordability will need to be reviewed.
- 2.9 Where the assessment identifies that the 'top-up' cost is sustainable, 'the payer' will be required to enter into a written agreement between themselves and the Council. The Council reserve the right to consider transfers of care where there is concern around the sustainability of any first or third-party arrangement or where people have fallen below the financial threshold. Ideally the signed agreement should be in place before care commences. If a signed agreement is not in place within eight weeks of care commencing the Council will make arrangements to transfer the placement to a framework rate setting. The Care Assessor will make this explicit in discussions with the individual and family.
- 2.10 If the assessment identifies that a 'top-up' arrangement is neither affordable, nor sustainable or does not meet the additional cost condition in regulation 5, and an alternative placement will need to be sourced.
- 2.11 Where a person refuses to complete the sustainability assessment, the Top Up will be refused and an alternative placement will need to be sourced.
- 2.12 Whether the 'top up' has been assessed as not substantiable or no longer sustainable, the placement will be reviewed, and alternative provision sought where a top-up is not required. Only where it is considered a significant risk to the person's well-being to terminate the placement would consideration be given to the Council taking on liability for the 'top-up' arrangement as an 'Additional Cost Top Up.'

- 2.13 Annual care and support reviews / reassessments should include whether the First Party or Third-Party 'top-up' payment has changed with the Care home and if affordability is projected to be a concern for the First or Third party. This will include consulting with client, family, and representatives.
- 2.14 At all stages the Care Assessor will be asking for confirmation the first or third party fully understands the financial commitment and the potential implications for the continuity of care if financial difficulties arise. The Council is required to meet eligible need in the most cost effective way and will use framework providers on the agreed rates.

3 Top Ups and written agreements

- 3.1 Where the outcome of the 'top-up' assessment identifies the arrangement is sustainable, a written agreement must be entered into for the duration of the 'top-up' arrangement.
- 3.2 If 'the payer' does not wish to enter into a written agreement, then the additional cost condition in regulation 5 cannot be met and refuses to complete the sustainability assessment, the Top Up will be refused and an alternative placement will need to be sourced.
- 3.3 The 'top up' agreement (**Appendix 2 & 3**) must be signed by a representative of the Council and 'the payer.'
- 3.4 The original 'top-up' agreement will be retained by the Council, with scanned or paper copies sent to the other parties.
- 3.5 The written agreement will apply for the duration of the 'top-up.' The written agreement should be reviewed and amended when there is a change in care and support needs which affects the amount of the 'top-up,' or the cost of the 'top-up' arrangement increases or decreases.
- 3.6 Where 'The payer' has chosen to pay the 'top up' fee directly to the provider (which is not the councils preferred arrangement) they must still sign and complete a sustainability assessment and 'top up' agreement to agree to those arrangements.

4 Out of Borough Placements

- 4.1 All placements out of borough will be commissioned at the commissioned residential rate of the local authority within the area, rather than the Council commissioned rate. This is referred to as the host authority rate.

- 4.2 Applying the out of borough local authority rate ensures that those people who have care and support needs which cannot be met locally, are not negatively impacted or disproportionately affected.
- 4.3 Any additional costs above the host authority rate will be deemed to be a 'top-up' and the assessment of sustainability for the 'top-up' must be adhered to.
- 4.4 If the host local authority does not have specific rates for the relevant types of preferred accommodation, then the commissioned rates for the Council will be applied.
- 4.5 Placements with a 'top-up' fee will be considered on a case by basis, subject to confirmation of the sustainability and affordability of the payment via the councils Top Up sustainability process.

5 Emergency Placements and Hospital Discharges

- 5.1 Whilst Residential and Nursing Care should be planned and considered as part of the care planning process, it is recognised that emergency placements on occasion do occur due to heightened risk to the client or being Medically Fit for Discharge (MFFD). The requirement for this type of placement can be facilitated in a prompt manner. Equally prompt action should be taken to submit a Residential & Nursing Care Quality Assurance Application Form, at the earliest opportunity.
- 5.2 The Council reserve the right to transfer care where emergencies and hospital discharges have occurred by sourcing a home that has a higher cost than the customer's weekly personal budget and is therefore higher than the Council framework rate.
- 5.3 Care Assessors must be clear with the person and their carers / representatives about the potential for a transfer of care to occur to a home that is within the persons weekly personal budget, if there is no 'Payer' that can meet any further 'top-up' costs. Conversations regarding this will be clearly recorded on the Adult Social Care case management system.

6 First Party Top Ups

- 6.1 If a person chooses to take out a deferred payment, to cover the cost of their permanent residential care and support provision, they can opt to defer the 'top-up' costs under the deferred payment as a 'first party top-up' arrangement.

- 6.2 Where a person is receiving care and support under section 117 of the Mental Health Act 1983, they are eligible for a 'first party top-up', or a third-party arrangement.
- 6.3 Where the person is subject to the 12-week property disregard for their permanent residential care, they can opt to make a 'first party top-up' arrangement for the 12-week period. However, at the end of the disregard, a third-party arrangement must be established for any ongoing 'top-up' fees, if the 'top-up' is not agreed as sustainable for deferment on a first party basis.
- 6.4 A 'first party top-up' is subject to the same sustainability process as a third party 'top-up' to confirm the affordability of this additional payment.
- 6.5 Where a 'First party' does not have mental capacity to manage their financial affairs a legal financial representative who holds Power of Attorney or Deputyship for Finance and Property affairs can act on their behalf and enter into an agreement.
- 6.6 Where a 'First party' does not have mental capacity to manage their financial affairs and does not have a legal financial representative in place, it should be agreed which person or organisation will be responsible for taking on this responsibility and making an application to the Court of Protection to be appointed as Finance and Property Affairs Deputy.
- 6.7 The council may agree a 'First party' top up at its discretion in this circumstance, provided that evidence of a Court application is presented.
- 6.8 A 'first party top-up' may not be entered for temporary residential care placements where the customer is paying a means tested assessed contribution towards their temporary residential care placement.

7 Self-funders

- 7.1 A 'self-funder' is someone who has assets valued above £23,250 and are expected to pay the full cost of their placement themselves.
- 7.2 If a customer is not eligible for Council Funding because they have capital over £23,250 (excluding the value of their main or only home for temporary residential care and usually the first 12 weeks of permanent residential care) their Care Assessor can assist them with finding a placement. In most cases the customer will be advised to make private funding arrangements with the residential home they choose.

- 7.3 In circumstances where the council may have agreed to fund the placement of a person who should be self-funding their care, they can pay the full cost of their care inclusive of any top up fees.
- 7.4 If a self-funder is paying directly to the provider, it is the responsibility of the care home provider to ensure that the person or their family members can afford the weekly fee. It is recommended the care home provider undertake comprehensive checks to ensure this can be maintained for 3 years for permanent placements.

8 Responsibility for administering Top Up payments

- 8.1 'The payer' is responsible for ensuring that the 'top-up' payment is made on time, and charges will be raised by the Council on a 4-weekly basis, where the 'top-up' has been deemed sustainable.
- 8.2 It is the responsibility of 'the payer' to ensure that the 'top-up' costs are met. If this responsibility is not met, and the preferred accommodation provider will not accept the Council rates, then the placement will be at risk.
- 8.3 The Council will pay the 'top-up' fee on behalf of 'the payer' to the provider where a signed 'top up' sustainability assessment and agreement are in place that specifies that agreed arrangement.
- 8.4 The frequency of 'top-up' payments will be on a 4-weekly basis.
- 8.5 Non-payment of the 'top-up' fee will be raised with 'the payer' by the Council's Adult Social Care Debt Recovery Team.
- 8.6 If payment of any outstanding 'top-up' fees is not received within 28 days of the payment date, the Adult Social Care Debt Recovery Team will commence with their debt recovery process, in line with the *Payment and Debt Recovery Policy for Home Care and Residential Services Debt*.
- 8.7 If payment of outstanding charges are not received, along with the assurances that the 'top up' fee payment is still sustainable, the placement may be at risk and a review of the placement will be required.
- 8.8 The Adult Social Care Service must ensure a review takes place to reduce financial risk and impact for the Council. This will be undertaken by a Care Assessor.

9 Monitoring Top Up arrangements

- 9.1 The Council is responsible for monitoring 'top-up' arrangements on an annual basis. This will usually be done by the Care Assessor when the annual care and support reviews are undertaken.

- 9.2 The annual review will confirm the existing arrangements with ‘the payer’ and their declared income, assets and savings.
- 9.3 ‘The payer’ will be responsible for ensuring any change in circumstances is declared in writing when the change occurs, rather than at the annual review. Any change in circumstance will lead to a review of the sustainability of the ‘top-up’ payment and the placement.

10 Failure or Termination of a Top Up Agreement

- 10.1 Where ‘the payer’ does not wish to continue with the ‘top-up’ arrangement, or the ‘top-up’ is no longer sustainable ‘the payer’ must contact the councils Adult Social Care Debt Recovery Team in the first instance to discuss this.
- 10.2 The Adult Social Care Debt Recovery Team will discuss this payment with ‘the payer’ and ensure that payment of existing ‘top-up’ charges are recovered from ‘the payer’ and where it is evidenced that the ‘top-up’ is no longer sustainable, request that a review of the placement is undertaken.
- 10.3 The Council will carry out a Care Act Assessment for the person to inform whether it would be appropriate for them to move to an alternative care home at a lower rate, or an alternative room within their care home, if available.
- 10.4 This will include consideration of whether such a move would be detrimental to the persons health or well-being. In such cases, the Council will consider the use of its discretion on the specific facts of the individual resident concerned. A best interest decision in relation to any move would be needed if the person is deemed to lack capacity.
- 10.5 All decisions regarding significant risk to the person’s wellbeing must be supported by a clear evidence base for the recommendation, with underpinning application of the relevant legislation, for example, the Mental Capacity Act and the Best Interest process where relevant.
- 10.6 Only where it is considered a significant risk to the person’s wellbeing to terminate the placement will consideration be given to taking on liability for the ‘top-up’ arrangement. In these circumstances, approval must be sought *via an application to Adults Services’* Senior Management for Quality Assurance, to continue with the placement and for a new contract to be issued to the provider.

11 Recovery of outstanding Top Up debts

11.1 **Council Staff responsibilities:**

- 11.2 Council employees are responsible for recording and documenting all conversations with the citizen and 'the payer' on the Adult Social Care case management system, ensuring the notes clearly outline the implications of top-up arrangements and the implications of non-payment.
- 11.3 All requests for residential care with a 'top-up' arrangement must be presented to the *Adults Services*' Senior Management for Quality Assurance and consideration/decision and should clearly set out;
- The dates and times of conversations with the payer with regards to this policy.
 - The signed 'top-up' agreement returned from 'the payer' and evidence of sustainability of the arrangement.
 - The link to the guidance relating to Mental Capacity Act 2005 requirements within residential and nursing care.
- 11.4 Where a 'top-up' fails or is terminated, the Care Assessor must ensure they follow the steps outlined in section 11 of this policy.
- 11.5 Any concerns or failures linked to existing 'top-up' arrangements must be immediately raised with the Adult Social Care Service to ensure effective steps can be taken to safeguard the person whilst managing any potential risks and liabilities to the Council.
- ### 11.6 **Provider responsibilities:**
- 11.7 It is the responsibility of all providers to ensure that they declare all 'top-up' implications to the Council when it commissions directly with a provider.
- 11.8 Where the provider does not inform the Council and directly agrees additional 'top-up' payments directly with the person or their representative, the specified conditions within the regulations will not have been met, and in any instances where a provider is then asking the council to meet the cost of the Top Up payment, it will result in a review of the placement in accordance with the section 10 of this policy.
- 11.9 Where the additional cost condition is met and the 'top-up' arrangement approved, the provider must inform the Council at least 4 weeks before any changes to the amount to be paid under the 'top-up' arrangement. The provider should contact the

Adult Social Care Service directly so that sustainability for the new arrangement can be reviewed.

- 11.10 Where a 'top-up' arrangement is at risk of failure, the provider must engage in negotiations with the Council to see if they will accept the Council's commissioned rate of care or in some cases reduce the 'top-up' to an affordable level. The commissioned provider is required to understand the potential implications of not accepting an alternative rate; in particular the subsequent impact this may have on a person's residency in the preferred accommodation.

Appendix 1 – The Legal Context

The Care Act 2014 provides a single legal framework for the administering of ‘top-up’ arrangements under section 30. It enables the Council to ensure that specified conditions are met under The Care and Support and Aftercare (Choice of Accommodation) Regulations 2014.

Section 30 of the Act, subsection 3 defines the additional cost or ‘top-up’ arrangement as the cost of providing or arranging for the provision of the preferred accommodation less the funding specified in the person’s personal budget to meet their eligible care and support needs.

The Care and Support and Aftercare (Choice of Accommodation) Regulations, regulation 2, identifies that a person must have eligible care and support needs, that those needs must be met by accommodation of a specified type, that the person has expressed a preference for a particular accommodation and that the conditions in regulation 3 are met. Within these regulations, accommodation of a specified type applies to:

- care home accommodation
- shared lives schemes accommodation and
- supported living accommodation

Regulation 3 specifies conditions which must be met for the provision of a person’s preferred accommodation, specifically:

- The care and support plan identifies the provision of a specified type of accommodation;
- The preferred accommodation is the same type as identified in the care and support plan;
- The preferred accommodation is suitable to meet the person needs;
- The preferred accommodation is available; and
- Where the preferred accommodation is not provided, the provider agrees to provide the accommodation to the person on our council terms.

Where the provision of the preferred accommodation is above the amount specified in the personal budget, the additional cost condition in regulation 5 must also be met.

Regulation 4 requires that where the Council is discharging its duty under section 117 of the Mental Health Act 1983, and the conditions at 2.4 are met (including regulation 5 ‘additional cost condition’) then the preferred accommodation must be provided, subject to either the person or a third party being able and willing to meet the additional cost condition.

Regulation 5 or the ‘additional cost condition’ enables councils to be satisfied that any ‘top-up’ payment is sustainable for the period during which the council expects to meet the adults need by providing or arranging for the provision of the accommodation. This, in most cases, is a third party who is also known as ‘the payer.’

The Council is not liable for any financial or other types of risk relating to a ‘top-up’ arrangement where they are not aware of or have been circumvented, either by the provider or the person (or their representative) in the setting up and administration arrangements for the ‘top-up.’

Once the Council is satisfied that the 'top-up' payment is sustainable, a third-party agreement (written agreement) must be entered into by the Council and 'the payer,' in line with regulation 5, subsection (1(b)).

To ensure the additional cost condition is met, regulation 5, subsection 2 and 3 specifies that sufficient information and advice must be provided to 'the payer' to enable them to understand the proposed written agreement and the potential implications on their financial circumstances.

Regulation 5, sub section 5, identifies exceptions where the person can pay the 'top-up' directly, via a deferred payment agreement (subject to eligibility) or where the person is subject to the 12-week property disregard.

Where the additional cost condition or other specific conditions within the Care and Support and Aftercare (Choice of Accommodation) Regulations are not met the person must be informed of the reasons in writing in line with regulation 9. Where the additional cost condition is not met, should the provider and the person (or their representative) continue to enter into a 'top-up' arrangement, the Council will not be financially liable.

If the care commissioned is an 'After-care' support service provided under Section 117 of the Mental Health Act 1983, the resident is exempt from charges. However, a resident under Section 117 may choose to pay top up fees if they want to pay for extra services which cost beyond their assessed care costs.

Appendix 2 – Example of First Party Top Up Agreement

Manchester City Council First Party Agreement

1. This agreement is made between **MANCHESTER CITY COUNCIL** of Town Hall, Albert Square, Manchester ("the council") and

(Name of resident)

of

(Resident's address)

2. The Council has agreed, following assessment, that the resident requires residential or nursing home care. The Council has assessed the resident and identified a personal budget of £ per week, based on those assessed needs. The Council's contribution towards the cost of a residential/nursing placement is £ per week.

The Resident wishes to live at
(Resident's address)

The cost of the care at this home is £ per week from (start date) - ongoing.

(Resident) agrees to pay a first party payment of £ per week as of (start date). This equates to an annual cost of £ .

Resident Signature _____ Date _____

Name Printed _____

3. The Council accepts that the accommodation provided at the home is available and suitable and that the Provider of the accommodation has agreed to abide by the Council's usual terms and conditions for residential or nursing home care.
4. The Resident agrees to pay their contribution towards the cost of their care as assessed by the Council.
5. The Council will pay the balance between the Resident's assessed contribution and the standard rate of the Local Authority where the care home is situated.
6. The Resident will pay the difference in balance between the actual cost of the placement and the Council's contribution.
7. The Resident will pay their contribution to the Provider/Council.
8. The Resident will contact the Council immediately if she or he fails to pay the contribution for any reason.
9. Failure by the Resident to pay the contribution can result in the removal of the Resident from the home after a further assessment to a more affordable home.
10. Contributions of all parties will be reviewed on the occurrence of any of the following:
 - Any change in the Resident's financial circumstances.
 - Any change in the fees of the home, this may lead to an increase in the 1st party top fees.
 - Any change in the Resident's care needs.
 - Any change in the amount the Council would usually expect to pay for such accommodation.
11. The Council does not automatically agree to meet any increase in fees.
12. If the income of the Resident changes during their time in the home the Council will carry out a new financial assessment and thereafter pay the balance between the Resident's new assessed contribution and the cost of the standard rate of the Local Authority where the care home is situated. This means that an increase in the resident's income will not necessarily mean that the Resident will pay any less towards the cost of the 1st Party Top up fees.
13. The Council reserves the right to withdraw from this Agreement if the Provider of the care does not comply with the Council's usual terms of Agreement for the provision of residential and nursing home care.

14. The Resident agrees to provide such information to the Council as may be requested in order for the Council to be satisfied that the Resident can meet the terms of this Agreement and that this Agreement is being complied with.
15. Should the Resident fail to meet their obligations under this Agreement, the Council continues to be liable to pay the full costs of the accommodation. The authority will pursue any such amount due through the usual debt recovery procedures.

(Resident) agrees that they have read the above conditions of the 1st party agreement and understands the implications of failure to comply

Signature Resident _____ Date _____
 Name Printed _____

Signature MCC Representative _____ Date _____
 Name Printed _____

What we mean by end stage terminal illness (terminally ill):

Regulation 2 of the Financial Assistance Scheme Regulations 2005 defines “terminally ill” as ‘A person is terminally ill at any time if, at that time, they are suffering from a progressive disease and their death as a result of that disease can reasonably be expected within six months’.

Appendix 3 – Example of Third Party Top Up Agreement

Manchester City Council Third Party Agreement

1. This agreement is made between **MANCHESTER CITY COUNCIL** of Town Hall, Albert Square, Manchester ("the council") and

(3rd party payee name)
 of
 (3rd party Payee Address)

The resident referred to in the agreement is
 (Name of resident)
 of
 (Resident’s address)

2. The Council has agreed, following assessment, that the resident requires residential or nursing home care. The Council has assessed the resident and identified a personal budget of £ per week, based on those assessed needs. The Council’s contribution towards the cost of a residential/nursing placement is £ per week.

The Resident wishes to live at
 (Resident’s address)

The cost of the care at this home is £ per week from (start date) - ongoing.

(3rd party payee) agrees to pay a third party payment of £ per week as of (start date). This equates to an annual cost of £ .

3rd Party Payee Signature _____ Date _____

Name Printed _____

3. The Council accepts that the accommodation provided at the home is available and suitable and that the Provider of the accommodation has agreed to abide by the Council's usual terms and conditions for residential or nursing home care.
4. The Resident agrees to pay their contribution towards the cost of their care as assessed by the Council.
5. The Council will pay the balance between the Resident's assessed contribution and the standard rate of the Local Authority where the care home is situated.
6. The Third Party will pay the difference in balance between the actual cost of the placement and the Council's and Resident's contribution.
7. The Third Party will pay their contribution in the same way as the Resident to the Provider/Council.
8. The Third Party will contact the Council immediately if she or he fails to pay the contribution for any reason.
9. Failure by the Third Party to pay the contribution can result in the removal of the Resident from the home after a further assessment to a more affordable home.
10. Contributions of all parties will be reviewed on the occurrence of any of the following:
 - Any change in the Resident's financial circumstances.
 - Any change in the fees of the home, this may lead to an increase in the 3rd party top fees.
 - Any change in the Resident's care needs.
 - Any change in the amount the Council would usually expect to pay for such accommodation.
11. The Council does not automatically agree to meet any increase in fees.
12. If the income of the Resident changes during their time in the home the Council will carry out a new financial assessment and thereafter pay the balance between the Resident's new assessed contribution and the cost of the standard rate of the Local Authority where the care home is situated. This means that an increase in the resident's income will not necessarily mean that the Third Party will pay any less towards the cost of the care.

13. The Council reserves the right to withdraw from this Agreement if the Provider of the care does not comply with the Council's usual terms of Agreement for the provision of residential and nursing home care.

14. The Third Party agrees to provide such information to the Council as may be requested in order for the Council to be satisfied that the Third Party can meet the terms of this Agreement and that this Agreement is being complied with.

15. Should either the Resident or the Third Party fail to meet their obligations under this Agreement, the Council continues to be liable to pay the full costs of the accommodation. The authority will pursue any such amount due through the usual debt recovery procedures.

(3rd party payee) agrees that they have read the above conditions of the 3rd party agreement and understands the implications of failure to comply

Signature 3rd party payee _____ Date _____
 Name Printed _____

Signature MCC Representative _____ Date _____
 Name Printed _____

Appendix 4 – Example of Third/First Party Top Up Sustainability Agreement

Third/First Party Top Up Sustainability Agreement			
Date:	Resident's Details		
	Liquid Logic Ref :	Name:	
1. Home/Placement Details			
Home Name		Weekly Personal Budget of Resident	£
Weekly Gross Cost of Home	£	Weekly Cost of Third/First Party Top Up	£
2. Third/First Party Top Up Costs			
Four Weekly Top Up Cost	£	Annual (52 Week) Top Up Cost	£
Estimated Cost of Top Up over 2 Years	£	Estimated Cost of Top Up over 3 Years	£
3. Third Party Details (only complete if Third Party Top up)			
Third Party Name		Relationship to Resident	
Third Party Address			

Version 1.0

4. Affordability (to be completed by the Third/First Party)					
Weekly Income	£	Weekly Outgoings	£	Weekly Disposable income (Income minus Outgoings)	£
				Weekly Disposable income Minus Top Up Fee	£
Amount of Savings	£	Number of Weeks Savings Would Sustain Top Up			
5. Declaration					
<p>I understand the following:</p> <ul style="list-style-type: none"> • I can confirm that the financial information that I have given in Section 4 is correct. • I know I must let the Manchester City Council know straight away about any changes in my circumstances that may affect my Third/First Party Top Up agreement, including a change of address. 					
Signature:					
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>					
Date:					
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>					

Appendix 5 – Payment Arrangements

Account Reference Number:

When making a payment you will need your Account Reference number. This is an eleven digit number (starting with 98) on your original notification letter or your statement (if you cannot find this you can call us to find out what it is, on 0161 234 5383).

Payment Methods:

Paying by Standing Order

This is an instruction from you to your bank or building society, authorising them to regularly pay a fixed amount to an organisation.

If you want to pay by Standing Order, you must complete the enclosed form and send it to your bank.

Paying by Bank Transfer

You can instruct your bank to make a payment to Manchester City Council using the following bank details:

Sort code: 20 55 58

Account number: 53348075

Please ask your bank to quote your Account reference number with your payment. This is shown on your original notification letter.

Online Payment

Payment can be made by Debit or Credit Card by visiting www.manchester.gov.uk/payments. Select "Pay Social Services Fees" and enter your Account reference number (This is shown on your original notification letter) in the reference number field.

Telephone Payments

For our automated service, please call 0161 234 5006. Select option 3. You will need your Account reference number (This is shown on your original notification letter and your statements).

If you cannot use any of the methods previously mentioned, then you can call us to request a social care payment card and use the method listed below.

PayPoint Payments

You may use your Social Care Payment Card to pay for your care at any Post Office or shop displaying the 'PayPoint' sign.

Please ensure you keep the receipt safe.

When making a payment you will need your Social Care account reference number (eleven digit number). This is shown on your original notification letter and located at the bottom right hand side of your Social Care Payment Card.