

## **INTRODUCTION**

### **Part A - Placement Agreement**

This three-way Agreement concerns the placement of a Resident in the home of his/her choice and is between Birmingham City Council Adult Social Care and Health, the Provider [Homeowner] and the Resident, and is subject to and includes the Specification and Conditions of the current Contracts for Care Homes between the Council and the Provider.

More details on the Placement Agreement follow on Pages 2 - 5 where information on the following is provided: -

1. Information on the responsibilities of each party to the Agreement [i.e. the Provider, the Resident and the Council] [Page 3]
2. Identification of key Contract components [Pages 3 & 4]
3. A requirement for all 'parties' to sign this Agreement acknowledging their agreement to it. [Page 4]
4. A listing of Key Contact people and/or addresses. [Page 5]

THE FOLLOWING SECTIONS OF THE PLACEMENT AGREEMENT MUST BE COMPLETED FOR EACH PLACEMENT:

- \* THE PLACEMENT AGREEMENT SCHEDULE [PAGE 2]
- \* THE SIGNATORIES SECTION [PAGE 4]
- \* THE KEY CONTACTS SECTION [PARAGRAPHS 1 & 3 ON PAGE 5]

### **Part B - Third Party Funding Agreement**

This is also a three-way Agreement but it is only of relevance, and its schedule should only be completed where a third party (usually a relative) has agreed to pay a weekly top-up amount because the home chosen has a fee which is greater than the council would usually expect to pay.

**More details on the Funding Agreement follow on Pages 7 – 9**

WHERE A TOP-UP HAS BEEN AGREED THE INTRODUCTION PARAGRAPH ON PAGE 6 AND THE FUNDING AGREEMENT SCHEDULE ON PAGE 9 MUST BE COMPLETED

**PLACEMENT AGREEMENT SCHEDULE (PART A)**

**Name of Resident**

**Name of Provider**

**Name of Home:**

**Address:**

**Room Type** *[please tick appropriate box]*

**SINGLE ENSUITE**

**SINGLE**

**SHARED ENSUITE**

**SHARED**

**SSD Price:**

**Third Party  
Weekly 'Top Up' Amount:**

**TOTAL PRICE:**

**Date of Admission: -**

**Date of First Review: -**

## **PLACEMENT AGREEMENT (PART A)**

NOW IT IS AGREED as follows: -

### **1. RESPONSIBILITIES OF EACH PARTY**

#### **Provider.**

Will provide a service to the resident, in accordance with its contract with the council and the Resident's Care Plan.

#### **Resident:**

Will respect the rights of other residents in the Home.

Will make payments in respect of his/her occupation of the home direct to the council unless the council directs otherwise. The amount and frequency of these payments will have been determined by the council and notified to the resident in writing.

#### **Adult Social Care and Health:**

Will provide a service that meets its obligations, as specified in the contract and the Resident's Care Plan. This includes arranging assessments and formal reviews of the resident's needs and providing advice to the Provider where appropriate.

Adult Social Care and Health shall ensure that a copy of this Agreement is made available to the resident or person authorised to act on their behalf in an appropriate form [e.g. in their preferred language or cassette/compact disc].

### **2. KEY COMPONENTS OF THE CONTRACT**

#### **A. Period of Notice to Terminate the Placement**

- 1 The period of notice during which the placement may be terminated by any of the three parties during a Trial Period (i.e., the first 28 days of the placement) will be 7 days. Where the Purchaser (i.e. the Adult Social Care and Health Budget Holder or persons delegated to act on his/her behalf) or the resident gives notice the council will pay the Adult Social care and Health price for the full seven day period. Where the provider gives notice the contracted price will only be paid for the actual period of residence.
- 2 Where a placement is planned to be less than 8 weeks in duration, the period of notice will be 7 days or the remaining period of the placement whichever is the shorter.

- 3 In all other circumstances the period of notice to terminate a placement will be 14 days for the provider, the resident and the council. Notice can be given verbally, but must be followed up in writing and any of the parties giving such notice will give a copy to the other 2 parties.
- 4 If the placement is terminated the Adult Social Care and Health will work with the resident and/or his/her representative to ensure that satisfactory alternative placement arrangements are made.
- 5 The council may give at least 28 days' written notice to the resident and provider to vary the terms of the Placement Agreement which affect the resident, provided that any such notice shall explain the reason for the variation.
- 6 If the contract between the council and the provider shall be varied or extended or renewed different terms, then the placement agreement shall be subject to such variation, extension or renewal provided that the council shall upon request provide full details of such variation, extension or renewal to the resident.

## Disputes

1. Any dispute between the resident and the council should initially be resolved through discussion between the two parties. However, if this is not acceptable to the resident, then the resident may use Adult Social Care and Health's; Citizens Voice Team (0121 303 5161 (Option 1)) to report a complaint or email;  
[customercareteam@birmingham.gov.uk](mailto:customercareteam@birmingham.gov.uk)
2. Any dispute between the resident and the provider shall at the option of the resident either be resolved through the Home's own Complaints Procedure and/or the Care Quality Commission of the appropriate Local Authority for Care Homes.
3. Any dispute between the provider and the council shall be resolved through either:- The Purchaser concerning standards of care.  
or for contractual matters: -
  - The Deputy Director, Commissioning & Health

**3. SIGNATURES OF THE PARTIES TO THE AGREEMENT**

On behalf of Birmingham City Council Adult Social Care and Health [**The Purchaser**]

Date    Signature

Print Name

**Provider** or Manager nominated by The Provider

Date    \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Signature

Print Name

**Resident** or Person signing on his/her behalf.

Date    \_\_\_\_ / \_\_\_\_ / \_\_\_\_    Signature

Print Name

## PLACEMENT AGREEMENT (PART A)

### 2. KEY CONTACTS

#### Adult Social Care and Health

Please contact the Duty Worker at the Area Office detailed below relating to the following:

- a] **Matters relating to the resident [including notification of any temporary absences, notifiable events or change of circumstances]**

Area Office Address

Phone Number

- b] **Matters relating to all Adult Social Care and Health residents of the home:**

Address:  
Directorate for Adults Social Care and Health  
Birmingham City Council  
Commissioning Centre of Excellence  
PO Box 16467  
Birmingham  
B2 2DR.

Email Address: [shapingthemarket@birmingham.gov.uk](mailto:shapingthemarket@birmingham.gov.uk)

### 2. COMPLAINTS CONTACT

- a] Concerning Adult Social Care and Health:

Complaints Section: Tel Number: 0121 303 5161 (Option 1)

Email Address: [customercareteam@birmingham@birmingham.gov.uk](mailto:customercareteam@birmingham@birmingham.gov.uk)

- b] Concerning the Homeowner, contact as above or the Care Quality Commission; [Care Quality Commission](#); for Care Homes in Birmingham.

### 3. NEXT OF KIN/PERSON ACTING ON BEHALF OF RESIDENT

Name:

Relation:

Address:

Phone:

4. **EXTERNAL PLACEMENTS (PAYMENTS SECTION)**

Central Accounts Payable  
PO Box 10861  
Birmingham  
B4 7WR

Telephone number; 0121-464-7299

The Accounts Payable Team no longer accept paper copies of invoices through the post, instead Providers are required to send electronic copies to the following email address:

Invoice E-mail address : [SCHAdultsPayments@birmingham.gov.uk](mailto:SCHAdultsPayments@birmingham.gov.uk)

5. **FUNERALS AND PROTECTION OF PROPERTY SECTION**

Service Manager  
Funerals & Protection of Property  
PO Box 16519,  
Birmingham B2 2FJ  
Phone: 0121 675 3141  
Mobile: 07824694356

## **THIRD PARTY FUNDING AGREEMENT (PART B)**

**THIS AGREEMENT** is made on.

**BETWEEN:**

**BIRMINGHAM CITY COUNCIL** of the Council House, Victoria Square, Birmingham  
B1 1BB [**“the Council”**].

Name **“the Contributor”**  
**(i.e., the third party)**

Address

Name **“the Provider”**  
**(i.e., the homeowner)**

Address

and is to be used where:

- [1] The council have made an assessment of the resident and have decided that accommodation should be provided for the resident to live in.
- [2] The Home selected by the resident costs more than the council would usually expect to pay.
- [3] The contributor is prepared to pay the provider the difference between the usual cost paid by the council and the Total Price for the Home.

Now it is hereby agreed as follows:-

### **1. PAYMENT OF THIRD-PARTY TOP UP AMOUNT**

#### **1.1 Contributor’s Obligations**

The contributor agrees to pay the provider the Third Party Top Up Amount from the start date until this agreement is terminated.

#### **1.2 Variation**

- 1.2.1 The provider may vary the amount of the Third Party Top Up on an annual basis with effect from 1st April. Such annual variation would have to be negotiated, and agreed in writing by the contributor before it takes effect.



## **THIRD PARTY FUNDING AGREEMENT (PART B)**

### **Non-Payment**

If the Contributor fails to pay the Third Party Top Up Amount, then the Council or the Provider may terminate the Service Agreement between the Council and the Provider or the placement of the Resident in the Home which will result in the Resident having to vacate the Home.

#### **1.4 Change in Resident's Income**

The parties acknowledge that any increase in the Resident's income will not automatically result in the reduction of the Third Party Top Up Amount.

#### **1.5 Change in Circumstances**

If the Contributor's circumstances change so that he/she is unable or may be unable to pay the Third Party Top Up Amount, he/she shall immediately notify the Council and attend any meeting[s] as                      may be requested by the Council to discuss his/her position.

#### **1.6 Notice of Non-Payment**

The Provider shall inform the Council immediately of any failure by the Contributor to pay the Third Party Top Up Amount and shall provide full particulars of such failure

#### **1.7 Indemnity**

The Contributor shall indemnify the Council against any claim by the Provider arising out of                      any failure by him/her to pay the Third Party Top Up Amount to the Provider.

#### **1.8 Direct Payment by Council**

The Council may give a written direction to both the Provider and the Contributor to vary the method of payment. If the Council so directs, then the Council shall from the date specified in the direction, pay the Third Party Top Up Amount to the Provider in lieu of the Contributor. The Contributor then shall pay the Third Party Top Up Amount to the Council instead of the Provider.

#### **1.9 Service Agreement**

In consideration of the promise by the Contributor to pay the Provider the Third Party Top-Up Amount, the Council promises to enter into a Service Agreement with the Provider and to perform its obligations under that agreement.

#### **1.10 Period of Notice to Terminate the Placement**

Where the Provider gives notice the Top Up will only be paid for the actual period of residence.

## **THIRD PARTY FUNDING AGREEMENT (PART B)**

### **OBLIGATIONS OF PROVIDER**

In consideration of the promise of payment by the Contributor, the Provider promises to provide the Service for the Resident in accordance with the Placement Agreement.

### **3. TERMINATION**

The Council may terminate this Agreement by 7 days notice in writing to the Contributor and the Provider if the Contributor fails to perform his/her obligations under this Agreement.

### **4. TERM**

This Agreement shall run concurrently with the Placement Agreement or the placement of the Resident in the Home [whichever is the shorter].

### **5. RELATIONSHIP WITH PLACEMENT AGREEMENT (Part A)**

The content of this Agreement shall be treated as being incorporated into the Placement.

Agreement as far as it relates to the respective rights and obligations of the Council and the Provider.

### **6. NOTICES**

The parties address for the service of written notices are set out in the Schedule.

### **7. THIRD PARTY TOP UP AMOUNT**

The actual amount of the Top Up for homes that specified an Indicative Maximum Top Up Amount in their Contract Schedule shall not normally exceed that Indicative Maximum.

**IN WITNESS** whereof the parties have executed this Agreement the day and year stated in the heading to this Agreement.

**THIRD PARTY FUNDING AGREEMENT SCHEDULE (PART B)**

**1. Resident**

**2. Home**

**3. Start Date**

**4. Assessed  
see  
Cost**

**(i.e. amount of top up -  
point 7 on page 8)**

**5. Addresses for Notices:**

**Council's Address**

**Contact Person**

**Provider Address**

**Contact Person**

**Contributor's Address**

**Contact Person**

**SIGNED**  
by [Contributor]

*in the presence of: -*

**SIGNED on behalf of**  
**BIRMINGHAM CITY COUNCIL**  
by a duly authorised officer

**SIGNED**  
by [Provider]

*in the presence of:*