

Top-ups Toolkit: Information for Service Users

*Produced by NAFAO on commission from:*

**Supporting implementation of the Care Act 2014**

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**CHOICE OF ACCOMMODATION**

**AND MAKING ADDITIONAL PAYMENTS:**

**WHAT DO I NEED TO KNOW?**

**Introduction**

North East Lincolnshire Council (‘the Council’) has delegated some of its adult social care functions to the Humber and North Yorkshire Integrated Care Board (ICB). The ICB has commissioned a number of health and social care providers to deliver adult social care functions on behalf of itself and the Council. These providers employ professional health (nurses) and social care practitioners (social workers) to provide services and support. In this toolkit, both are referred to as “Care Professionals”**.**

This advice note tells you about your ability to choose the accommodation in which you will receive care. Different rules apply to your ability to choose, depending on whether your accommodation is a) fully or partly funded by adult social care (care is partly funded by adult social care where you are also making an assessed financial contribution to the cost of it), b) funded by the National Health Service (NHS). The majority of this advice note focuses on choice of accommodation fully or partly funded by adult social care. You can find information about the rules that apply to accommodation funded by the NHS at the rear of this advice note.

This advice note also explains what you will have to do if you want to choose accommodation that costs more than the amount that has been specified in your personal budget for the provision of accommodation of that type.

If you have eligible health or social care needs, a personal budget is developed by your Care Professional. A personal budget is the sum of money which the Council/ ICB has decided will meet your assessed health or social care needs. A breakdown of the costs to meet your needs is included in your care plan.

**Choosing Adult Social Care Accommodation**

The care planning process will have identified how your needs will be met. Where your social care needs are assessed as requiring a particular type of accommodation, you have the right to choose between different providers and/ or locations of that type of accommodation in England. Your right to choose also applies if you are assessed as needing specific accommodation as part of your mental health aftercare under s117 of the Mental Health Act 1983.

Your Care Professional will give you a list of the relevant settings for you to choose from. You may wish to choose to live near to where you are living now or move to a different area to be closer to your family, or in a specialist home such as one run by a religious organisation. There are special cross-border arrangements if you wish the Council/ ICB to arrange for you to live in accommodation in Wales, Scotland or Northern Ireland. You should seek advice from a Care Professional if you would like the Council/ ICB to arrange this.

There are 6 conditions which need to be met for you to have your choice of social care accommodation.

**Care and support needs**

That your care and support plan specifies that your social care needs are going to be met by arranging care in a care home, in supported living accommodation.

**Type of Accommodation**

That the accommodation you choose is of the type specified in your care and support plan.

**Suitability of Accommodation**

That the accommodation you choose is suitable to meet your assessed eligible social care needs. Care Professionals will advise you which types of accommodation are suitable to meet the needs that are set out in your care and support plan.

**Cost**

Care professionals will have undertaken a care planning process and prepared a personal budget for you that will cover the cost of meeting your assessed eligible social care needs. The amount in your personal budget must be sufficient to meet your assessed eligible social care needs and to ensure that you have at least one choice of setting that is affordable within that amount. The Council/ ICB should try to ensure there is more than one affordable setting. However, you might wish to choose a setting that costs more than the amount the Council/ ICB says is necessary to meet your social care needs. If you do, a payment will need to be made to cover the difference between what the accommodation provider wishes to charge, and the amount that the Council/ ICB will pay for accommodation to meet your needs. Paying the difference is known as a top-up payment. Top-up payments are explained later in this advice note.

If you choose a setting outside of your local area the Council/ ICB will usually still pay the amount identified in your personal budget. The Council/ ICB will consider adjusting the personal budget amount where this is necessary to meet need.

**Availability**

The accommodation that you choose may not have space available. If you do not want to choose different accommodation it may be necessary for you to go on a waiting list until a place becomes available, and to go into alternative accommodation or receive care at home while you are waiting. This is called a temporary care arrangement.

Your Care Professional will tell you how long you are likely to wait but this will only be an estimate and not a guarantee.

If the only temporary accommodation available charges more than the Council/ ICB says is necessary to meet your needs the Council/ ICB may pay the difference for an agreed temporary period (subject to review). If you decide you want to stay in that accommodation permanently you will only be able to stay there if a top-up payment is made. Top-up payments are explained later in this advice note.

**Terms and Conditions**

The provider of the accommodation you choose must agree to contract with the Council/ ICB to provide you with accommodation subject to the Council/ ICB’s usual terms and conditions.

**Leaving Hospital and choosing Adult Social Care Accommodation**

You have all of the rights set out in this advice note if you are going to move from hospital to accommodation of your choice, but there are some special rules for this.

Once a multi-disciplinary team of staff has deemed that you no longer need care in an acute hospital setting, Care Professionals will arrange your move as quickly as is possible. If the accommodation you choose does not have a place available, the hospital may not be able to allow you to stay in hospital until a place is available. In this case, you may need a temporary care arrangement, as set out above.

**Your Right to Choose More Expensive Adult Social Care Accommodation and Top-up Payments**

In North East Lincolnshire the Council/ ICB has negotiated a standard rate for adult social care placements with a range of accommodation providers. For more information about local providers, please go to <https://livewell.nelincs.gov.uk/adult-social-care/care-options/residential-care-nursing-and-care-homes/>.

When choosing your adult social care accommodation, you may choose a setting that costs more than the amount identified in your personal budget. There are many reasons why a setting may cost more, such as commercial business reasons or because the provider considers it offers accommodation of a superior standard, for example a bigger room or other additional services. The provider should clearly set out why they consider that their accommodation/ services attract an additional charge, beyond that required to meet your assessed eligible needs. The top-up must not relate to either health or social care needs.

The amount identified in your personal budget will be sufficient to meet your assessed eligible social care needs. The Council/ ICB must ensure that at least one option is available that is affordable within your personal budget and should ensure that there is more than one. However, you can choose to live somewhere that is more expensive (i.e. costs more than the amount the Council/ ICB says is necessary to meet your social care needs). If you do, your family, a friend or someone else such as a charity, or in some circumstances you, must be willing and able to source the funds to make a top-up payment (to cover the difference between what the accommodation provider wishes to charge, and the amount that the Council/ ICB will pay for accommodation to meet your social care needs) for the likely duration of your stay. The Council/ ICB must never force you into having to make a top-up payment because no suitable accommodation is available within the amount in your personal budget. In these circumstances, the personal budget must be adjusted to meet the costs of the accommodation required to meet your assessed eligible social care needs.

It is very important that you are aware of the following:-

* The amount set in your personal budget will be reviewed regularly and may increase or decrease to ensure the amount is still sufficient to meet your assessed eligible social care needs. However, the Council/ ICB cannot guarantee that the provider will change its costs at the same rate and this may affect the level of the top-up payment.
* The top-up is the difference between the provider’s fees and the standard rate that the Council/ ICB has negotiated with local providers to meet assessed eligible social care needs. This standard rate will be set out within your care plan as the amount necessary to meet your needs in a residential setting.
* Whoever is paying the top-up (you or a third party) will need to sign a written agreement that you/ they are **willing and able** to meet the difference in cost and will continue to do so throughout your stay. Prior to signing the agreement, the person paying the top-up will have to satisfy Care Professionals that they can afford the weekly top-up amount. They will need to complete a financial circumstances form providing details of their assets and liabilities, as well as their income and expenditure**.** If the person paying the top-up cannot satisfy Care Professionals that they will be able to afford the top-up for the likely duration of your stay, the Council/ ICB will not agree to arrange care and support in the preferred accommodation.
* The person paying the top-up should be aware that the top-up amount may vary as providers review their fee levels.
* If the person paying the top-up is unable to continue paying, it is likely that you will have to move to another room within the accommodation or to other accommodation that charges fees that are within the amount set out in your personal budget.
* Any move to other accommodation will only happen after a needs and risk assessment to make sure that the other accommodation is right for you.

**I am considering paying a top-up fee, what does this mean for me?**

The ICB will want to know that you are willing and able to make the additional payment for the duration of the contract. They will want to assure themselves that you can afford this and will ask you to fill out a financial questionnaire and to sign a written agreement confirming you are willing and able to make the top-up payments. It is also important that you understand the content and effect of the written agreement before you sign it.

**What will be in the written agreement?**

The written agreement must include the following:

* The amount of the top-up payment and what it relates to
* The amount identified within in the your care plan, as necessary to meet your social care needs within a residential setting (usually the Council/ ICB’s standard rate)
* How often payments must be paid
* To whom the payments must be paid – this is normally the provider of the accommodation
* How the arrangement is to be reviewed
* The consequences should the top-up payments stop. This could include moving to alternative accommodation
* The effect of any increases in charges made by the provider of the accommodation
* The effect of any changes in the financial circumstances of the person paying the top-up (you, or any other person making top-up payments on your behalf).

**Other Information**

If you or your family have any other questions about your ability to choose accommodation, please talk to your Care Professional.

Information on payments for accommodation can be provided to you separately by your Care Professional.

For more information on adult social care charging please refer to <https://livewell.nelincs.gov.uk/adult-social-care/>

**Choosing NHS Continuing Healthcare Accommodation**

Being eligible for NHS Continuing Healthcare (CHC) does not give you an absolute right to particular accommodation, but you should be offered suitable options for consideration. The starting point for consideration should be your preferences, but there may be a range of reasons why your preferences cannot be met.

If you are eligible for NHS Continuing Healthcare (CHC), the funding provided by the ICB should be sufficient to meet the needs identified in your care plan. If you wish to purchase additional private care or services, you should discuss the reasons for this with your Care Practitioner.

**Paying Additional Sums for NHS Continuing Healthcare Accommodation**

You may choose accommodation that is more expensive than the amount specified in your personal health budget, provided it is possible to separately identify and deliver the NHS-funded elements of the service. Any additional sums to be paid must relate to extra services or facilities which you have chosen, rather than assessed needs which the ICB has a duty to meet.

Purchasing additional private care or services should always be a voluntary decision. Providers should not require you to purchase additional private care or services as a condition of providing, or continuing to provide, NHS-funded services to you. Providers should clearly set out why they consider that their accommodation or services attract an additional charge.

You should be aware that the level of your personal health budget may change, and that additional payments may also vary as providers review their fee levels. If you (or the person making the additional payments on your behalf) are unable to continue paying the additional sums you may have to move to another room within the accommodation or to other accommodation that does not require payment of additional sums.

Financial arrangements for payment of any additional sums are entirely a matter between the person paying them, and the provider. Additional sums will not form part of any agreement between the ICB and the provider.

If you or your family have any other questions about your ability to choose accommodation, please talk to your Care Professional.

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|  **Application to make a top-up payment for social care accommodation charges**Please Return to:Focus Independent Adult Social WorkHeritage HouseFisherman’s WharfGrimsbyDN31 1SL **Instructions For Completion**1. Please complete this questionnaire in full
2. Please write legibly (print if necessary)
3. Please declare ALL income and expenditure
4. Please ensure all values are verified by an Officer OR by providing supporting documents
 |

**Personal Details**

Title: Mr / Mrs / Ms / Miss First Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Surname\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_\_\_\_\_ National Insurance No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Home Address & Postcode: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Marital Status (please circle) Married / Single / Widowed / Divorced

**Dependants (Children of 17 and under)**

Age Date of Birth Address

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**Employment**

Are you employed? Yes/No

What is your occupation? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of your Employer? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Employer? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Income (Gross) from Employment?£\_\_\_\_\_\_\_\_per \_\_\_\_\_\_\_\_Hourly/Weekly/Monthly (please circle)

If presently unemployed/ retired, please state the date you became unemployed/ retired.

 \_\_ \_\_ / \_\_ \_\_ /\_\_ \_\_

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| --- | --- | --- | --- | --- |
| **Your Income** | **How Often?****(Please Circle)** | **Company & Reference/ Account Number** | **Amount?** | **Documents seen by Officer** |
| State Retirement Pension\* | Week/ Fortnight/ Four Weeks |  | £ |  |
|  | Week/ Fortnight/ Four Weeks |  | £ |  |
|  | Week/ Fortnight/ Four Weeks |  | £ |  |
|  | Week/ Fortnight/ Four Weeks |  | £ |  |
|  | Week/ Fortnight/ Four Weeks |  | £ |  |

\*With all benefit payments, please enclose either the ‘**Letter of Award**’,(which will be returned) a copy of the front page of the Benefit Book, or a copy of a bank statement indicating the benefits received.

**Evidence of all expenses must be provided to & verified by the Officer conducting the**

**Interview**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| ***Your Spending*** | ***How Often?******(Please Circle)*** | ***Amount?*** | ***Company & Reference/ Account Number*** | ***Documents seen by Officer*** |
| *Rent & Ground Rent* *(****less Housing Benefit****)* | *Week/Month* | *£* |  |  |
| *Council Tax* *(****less CT Benefit****)* | *Week/Month* | *£* |  |  |
| *Mortgage repayment* | *Week/Month* | *£* |  |  |
| *Insurances* | *Week/Month* | *£* |  |  |
| *Food* | *Week/Month* | *£* |  |  |
| *Maintenance payments* | *Week/Month* | *£* |  |  |
| *Other* | *Week/Month* | *£* |  |  |

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| --- | --- | --- | --- |
| **Your Debts** | **Company & Reference/ account number** | **Amount?** | **Documents seen by Officer** |
| Rent or Mortgage  |  | £ |  |
| Council Tax |  | £ |  |
| Utility Bills |  | £ |  |
| Bank Loans |  | £ |  |
| Credit Cards/ Store Cards |  | £ |  |
| Other (Specify) ……………………. |  | £ |  |

Please provide proof of monies owing.

**Final Demands/ Court Orders**

Order details/instalments \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **Your Capital & Savings** | **Company & Reference/ account number** | **Amount?** | **Documents seen by Officer** |
| Savings Accounts |  | £ |  |
| Stocks/ Shares |  Number held: | £ |  |
| Other (Specify) |  | £ |  |

Do you own property? YES / NO If Yes, please provide details of all the properties you own

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Your Property** | **Address & Post Code** | **Mortgage Balance** | **EstimatedMarket Value** | **Documents seen by Officer** |
| UK |  | £ | £ |  |
| UK |  | £ | £ |  |
| Overseas |  | £ | £ |  |

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| **Notes** |
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**DECLARATION**

In this Declaration the following words have the following meanings:

1. ‘Resident’ means the person with care and support needs for whom accommodation is provided
2. ‘Provider’ means the provider which is providing the Resident with accommodation.

Declaration

* As far as I know the information that I have given in this Top-up Contribution Application is true and complete.
* If my financial circumstances change I will notify the Provider immediately (by way of example only, if I become unemployed or change jobs).
* I am willing and able to make payment of the top-up to the Provider for the length of the Resident’s stay in the accommodation. It is likely that there will be an increase in the top-up payment each financial year but these will need to be reviewed and agreement reached as to how the increase will be paid. Any increases will be discussed with Care Professionals following a review of the Resident’s personal budget.
* I understand that if I default on the top-up payment the Humber and North Yorkshire Integrated Care Board may take action against me. Defaulting on payment may result in the Resident’s accommodation being terminated and alternative accommodation arranged.
* The top-up payment must not normally be derived from the Resident’s savings or capital unless their property is subject to a 12-week disregard or the costs of their care are being met through a Deferred Payment Agreement.
* A top-up payment must be paid in addition to any assessed contribution, being the contribution the Resident may be assessed as due to make following a financial assessment (where a financial assessment is appropriate).
* I understand my responsibilities, as set out within this Declaration, and the Top-up Contribution Agreement dated [ *enter date* ].

**Signed**…………………………………………………. **Dated**\_\_\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_

**Print name**……………………………………………… **Address**…………………………………………………



**TOP-UP CONTRIBUTION AGREEMENT FOR ADULT SOCIAL CARE ACCOMMODATION**

THIS AGREEMENT is made on the[ *date*  ]between

1. **Humber and North Yorkshire Integrated Care Board** (hereinafter referred to as ‘the ICB’**)** of Municipal Offices, Town Hall Square, Grimsby DN31 1HU of the first part and
2. [ ] (hereinafter referred to as “the Provider”) of [ *provider’s address* ] of the second part and
3. [ *top-up payer* ] of [ *address*  ] of the third part (hereinafter referred to as “the Third Party” – *delete if appropriate*).

***WHEREAS***

1. [ name of the person with needs ] of [ address ]

 (hereinafter called “The Resident”) wishes (or a representative on his/ her behalf wishes it- *delete if not relevant*) to reside in a care home/ supported living accommodation (delete as appropriate) called [ ] (hereinafter referred to as “The Home”) which is operated by the Provider.

The Provider is willing to provide the Resident with careunder and in accordance with the terms and conditions of the Contract (as hereinafter defined).

1. [The Resident/ Third Party] (delete as appropriate) has agreed to pay the Provider the Top-up Contribution (as hereinafter defined).
2. In the light of the agreement of [the Resident/ Third Party] (delete as appropriate) herein contained the ICB is willing to nominate the Resident for occupation of the Home and provision by the Provider of care under and in accordance with the terms of the Contract.

***NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:***

***Definitions***

1. In this agreement the expressions already defined shall have the meanings assigned thereto and the following expressions shall unless the subject or context otherwise requires have the following meanings:
2. ***“The Contract”***: the Contract between the ICB and the Provider.
3. ***[“Third-Party”***:a persons or persons who have entered into an agreement to pay the Top-up Contribution (*delete if appropriate*)].
4. ***“Resident”***: the person living in the Home [and who has agreed to pay the Top-up Contribution – *delete if appropriate*].
5. ***“Provider Rate”***: the amount the Provider charges.
6. ***“Standard Rate”***: the amount that the ICB has negotiated with the Provider to ensure that assessed eligible needs are met within the Home.
7. ***“Personal Budget”***: the sum of money which the ICB has indicated will meet the Resident’s assessed health or social care needs. A breakdown of the costs necessary to meet the Resident’s needs is included in their care plan.
8. ***“Top-up Contribution”***: the difference between the Provider’s rate and the ICB’s Standard Rate negotiated with Providers (reference to which is included within the Resident’s care plan as meeting their assessed eligible needs).

***Agreement***

1. The person making the Top-up Contribution agrees to pay the Sum of [ ] being the difference between the Provider's Rate (which at the date hereof is [ ] per week) and the Standard Rate (which at the date hereof is [ ] per week). This should be paid monthly in advance unless alternative arrangements are agreed in writing with the Provider. The Top-up Contribution relates to [ ].
2. The Provider is responsible for notifying the person making the Top-up Contribution of any changes to the charges outlined in this agreement.
3. The person making the Top-up Contribution hereby agrees to pay the Top-up Contribution to the Provider.
4. The Provider will clearly set out why it considers that its Home and/ or services attract an additional charge (in the form of a Top-up Contribution), beyond that required to meet the Resident’s assessed eligible needs.
5. Arrangements for payment of the Top-up Contribution will be reviewed in line with arrangements for reviewing the Resident’s financial assessment and Personal Budget. These are reviewed following a change in circumstances or on an annual basis.
6. The person making the Top-up Contribution shall notify the Provider immediately of any changes in their circumstances which could affect their ability to make Top-up Contributions. This may trigger a review of arrangements.
7. If there is an increase in the Provider's Rate a review will take place to discuss and document how the increase will be paid. Where the increase relates to elements for which a Top-up Contribution is being made, the ICB’s expectation is that the person making the Top-up Contribution will meet these increases in full.
8. The person making the Top-up Contribution shall forthwith make arrangements to pay the Top-up Contributions by direct debit or such other arrangements as the Provider may reasonably require.
9. In the event of the failure by the person making the Top-up Contribution to pay the Top-up Contribution in full at any time the ICB has the right on giving 28 days’ notice to the Provider to withdraw the Resident from occupation of the accommodation and place them in alternative accommodation that is affordable within the amount identified in the Resident’s Personal Budget.
10. In the event of the failure by the person making the Top-up Contribution to pay the Top-up Contribution in full at any time the ICB has the right to take action against that person for any loss caused to it (including the recovery of any costs arising from taking such action).
11. The Provider agrees with the ICB that it will keep the Finance Team at Focus Independent Adult Social Work advised of any delay in payment which exceeds fourteen days and/ or any change in the pattern of payment of the Top-up Contribution, by the person making the Top-up Contribution.

AS WITNESS the hand of the person making the Top-up Contribution and the hand of the duly advised representatives of the ICB and the Provider the day and year first before written.

|  |  |
| --- | --- |
| *Signed: ………………………………………………..* | *(Signature of Care Professional acting as ICB’s representative)* |
| *On behalf of the Humber and North Yorkshire Integrated Care Board (ICB)* |  |
| *Signed: ………………………………………………..* | *(Signature of Provider’s representative)* |
| *On behalf of: [*  | *] (Provider)* |
| *Signed: ………………………………………………..* | *(Signature of person making the Top-up Contribution)* |