

Direct Payments Agreement

Adult Social Care

Direct Payment User ID: Direct Payment User's Name:
.....

This agreement is between

Plymouth City Council Adult Social Care (referred to in this agreement as "ASC"; "PCC"; "we" or "us") and the Direct Payment user (referred to as "I" or "my") or.

The person entering into the Direct Payment agreement if not the Direct Payment user (also referred to in this agreement as "I" or "my" where relevant)

Basis of agreement

- I consent to ASC sharing my personal information to apply for an online MasterCard account. *The personal information we will share is your name, address, contact telephone number, email address and date of birth.*
- I consent to ASC sharing my personal information with their Support Service (Enham Trust) to enable the Support Service to assist me should I require it. *The information we will share is your name, address, contact telephone number, email address, support plan and contribution costs.*
- The Direct Payment user has been assessed as eligible for support from ASC
- I understand and agree that the Direct Payment User will be financially assessed and will be told what their financial contribution towards their Direct Payment will be.
- I am willing and able to arrange and by my own care and support (or have someone who can do this for me)
- We agree that you are willing and able to make your own care and support arrangements (or have someone reliable who can do this for you)
- We agree to pass responsibility for the arrangement of your care and support needs to you. In turn, you agree to purchase care.

Your responsibilities

- I agree to allow ASC to apply for an online MasterCard account solely used for my Direct Payment. **It will not be used for any other purpose.**
- I will only spend the Direct Payment to achieve the things agreed in my / the Direct Payment User's Support Plan. If I am unsure, I will contact Adult Social Care.

- If I use a care agency to provide personal care, I will check with the Care Quality Commission (CQC) that they are registered to provide personal care (if applicable)
- I understand that PCC / ASC are not liable for the choices I make about the services / personal assistants I purchase
- I understand my responsibilities as an employer (if I am intending to employ a Personal Assistant):
 - I will take out and keep valid employers liability insurance cover
 - I understand that, as an employer, I am responsible for meeting HMRC deadlines, and that any fines or penalties incurred will be **my responsibility** and will not be paid from my Direct Payment
 - If I use a self-employed personal assistant, it is my responsibility to check their employment status with HMRC and ensure that they have signed the self-employed declaration which is available from Adult Social Care Support Service
 - I will not employ a family member unless I have written consent from ASC
 - I understand that Disclosure and Barring checks are available through the ASC Support Service and are recommended if I employ a personal assistant

The Direct Payment

- I will pay my / the Direct payment User's assessed financial contribution (if applicable) into my Direct Payment bank account / managed account
- I understand that ASC will pay their contribution into my Direct Payment bank account / managed account weekly in advance
- In the rare circumstance that an incorrect payment is made into my account I agree that ASC will contact me and make the correction. Within 10 working days of the error being identified.
- If I purchase services that cost more than my budget, I understand that I **must** pay the excess from my own money.
- I will keep all payslips, HMRC payments, pension payments and invoices from Care Providers for 7 years as per the HMRC requirement, and keep receipts for all expenditure and submit them to ASC when requested

I understand that ASC will monitor my use of the funds against my agreed Support Plan. This will include spot checks against my account by ASC. Where ASC confirm that the funds unspent exceed 5 weeks, I acknowledge and agree that ASC will look to recover the excess funds from my account and may then review my Direct Payment to ensure that it is reflective of the costs I am incurring in respect of my care and is not generating a surplus. I understand if my Direct Payment is managed by the Direct Payment Support Service ASC retain the right to reclaim the surplus directly from them

Review

- ASC will endeavour to review the Direct Payment package of care annually to check that what has been agreed in the Support Plan is being achieved and to agree any changes in the Direct Payment
- I agree to these reviews and to make all my records available when ASC asks to see them

Change of Circumstances

I will contact ASC within 4 weeks of any change in my personal circumstances that may affect my care and Direct Payment, by calling 01752-668000 and asking for Adult Social Care. This will include making contact with ASC where:

- Things go wrong or if my / the Direct Payment User's circumstances change, temporarily or permanently, for example, a hospital admission of longer than 4 weeks
- I think you, PCC need to reduce the Direct Payment, for example my / Direct Payment User's needs have reduced
- I think I need more adding to the Direct Payment, for example my / the Direct Payment User's needs have increased
- I can no longer manage the Direct Payment and wish to explore alternative options

Ending the agreement

- I must contact ASC, if I / the Direct Payment User want(s) to end this agreement and no longer receive Direct Payments.
- I will make arrange for someone to contact ASC in the event of my death.

ASC will suspend or stop this agreement with immediate effect if:

- After investigation, it is found that money is not being used as agreed in the Support Plan or is being spent illegally
- You are non-compliant with our request to submit financial returns or supporting documentation on your Direct Payment expenditure
- You are not paying your assessed contribution into the Direct Payment account
- We become aware of your death

If my Direct Payment is stopped for any reason, I will pay all care / service invoices up to the date on which I am told Direct Payment will stop. I will then advise ASC when that all outstanding payments are made and that they can reclaim the remaining balance and close the account

Declaration

By signing this agreement, I have understood and will adhere to it.

This must be signed by the person entering into the Direct Payment agreement, which could be the Direct Payment User, their power of attorney, the Direct Payment account holder, parent, legal guardian, authorised or nominated person.

Please note, whoever signs this document is agreeing to the terms and conditions of the agreement and will be legally bound by them

The Direct Payment will NOT commence until a signed copy of this agreement has been received

Signatures

Your name:

Relationship to Direct Payment User (if not DP User):

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Signature:

Date:

Agreement on behalf of Plymouth City Council, Adult Social Care

Name:

Signature:

Date:

