

# DIRECT PAYMENTS AGREEMENT

Adult Social Care, Carers Services and Children's  
Services

(Direct Payments) (England) Regulations 2009 and  
The Care Act 2014

**This agreement is between:**

**BOROUGH OF TELFORD & WREKIN** of Darby House, Lawn Central,  
Telford, TF3 4JA  
*(Referred to in this document as ('we' or 'us'))*

**And**

The person(s) receiving the direct payment

**Name**

**ID Number:**

**Address Line 1**

**Address Line 2**

**Telford**

**Postcode**

*(Referred to in this document as ('you'))*

**And**

Authorised Person (the person supporting you with your direct payment)

**Name**

**ID Number:**

**Role**

**Address Line 1**

**Address Line 2**

**Telford**

**Postcode**

*(Referred to in this document as ("Authorised Person"))*

You and/or the Authorised Person will have received, read and understood, a series of fact sheets during the process of setting up your direct payment giving you a range of information about the Direct Payments Scheme. This agreement is the document that tells you about your direct payment – your money, how you will be paid and how it will be monitored. It needs to be read in conjunction with the fact sheets and it contains details of the following:

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# 1 Basis of the Agreement

This agreement is made on the basis that:

- 1.1 An assessment of your needs has been completed using the Care Act and you are eligible to receive support services as identified/shown in your Support Plan to meet specific outcomes.
- 1.2 You have asked to manage your Personal Budget and arrange your care and support via a Direct Payment. You are either willing and able yourself to choose and arrange the care and support detailed in your Plan, or you have nominated another person (called your Nominated Person in this agreement) who has agreed to receive your Direct Payment and do this on your behalf.
- 1.3 We have explained what needs you can meet with your Direct Payment and we are satisfied that you are, or your Nominated Person is, capable of managing the Direct Payment with whatever help you are able to access if this is needed to help you to do this successfully.
- 1.4 We are satisfied that making a Direct Payment to you or your Nominated Person is an appropriate way to meet your needs.
- 1.5 You set up a Fairshare credit union or Bank account to receive your Direct Payment. There should be no other transactions from this account it will be solely used to receive your Direct Payment from Telford and Wrekin and then used to pay invoices or personal assistants to meet the outcomes of your Support Plan.
- 1.6 You agree to tell us if your circumstances change in a way which might affect your ability or eligibility under the Care Act to receive a Direct Payment.

## 2. About the Direct Payment

### The Direct Payment and Your Client Contribution

- 2.1 Your Direct Payment is currently £..... per week This is called the gross amount. This amount may go up or down or it may end if there is a change in your needs or the way you arrange your care and support. If it does we will write and tell you.

- 2.2 We have financially assessed what you have available to pay towards the cost of the care and support you want. This is called your Client Contribution. Your Contribution is £..... per week.
- 2.3 The amount of your Contribution will be deducted from your gross Direct Payment before we pay it to you. This means the net amount you will receive from us into your Direct Payment bank account will be £..... per week. This is called your net payment.
- 2.4 The starting date for your Direct Payment is .../.../.....
- 2.5 Payments will be made in advance every four weeks or as agreed in your support plan, directly into your separate nominated Direct Payment Bank account

### **3 How to Use Your Direct Payment:**

- 3.1 Your direct payment is to be used to buy the support as detailed in your Support Plan, you must ensure that contingency arrangements are in place in case of any emergencies. Should you wish to change arrangements you should contact your allocated worker or the duty worker from your Adult Social Care locality team. Your locality is ..... there contact details are.....
- 3.2 If you wish to use a care agency we recommend that you purchase care from a provider who is registered with the Care Quality Commission who inspect the standards provided by agencies nationally. There is a list of providers available from the Telford & Wrekin 'My Life' directory <http://telford.mylifeportal.co.uk> .
- 3.3 You will pay back to us any Direct Payment money which is not used to meet your agreed outcomes as set out in your Support Plan.
- You will repay the Direct Payment money to us if:
- (a) You have not met any of the terms of this agreement; or
  - (b) You have received payment from someone else to meet your care and support needs which we did not know about when the Direct Payment was agreed;

- (c) Direct Payments ends for any reason
  - (d) If, when requested, you have not provided satisfactory financial monitoring of your Direct Payment, within 4 weeks, by you or your Nominated Person
- 3.4 If the Direct Payment is a one- off payment or to buy equipment and the equipment has not been bought within six weeks of payment being made, you will repay the Direct Payment money to us unless we agree in writing that you may keep it for longer in order to buy the equipment

## 4 General Rules about Using Personal Assistants

**If you are employing Personal Assistants the Direct Payments Support Service can support you with this, your allocated worker will refer to them on your behalf.**

- 4.1 If you will be employing a Personal Assistant you must take out an enhanced Employer's Liability Insurance and Public Liability Insurance before the Personal Assistant starts working for you. This can be paid for out of your Direct Payments. An initial payment can be made to you so that you can do this (*guidance is available to help you to do this via the Support Service*).
- 4.2 Your Direct Payment cannot be paid until you have these insurances in place and have let us know that this has been arranged. We may ask you for evidence of this. You must renew these insurances as required or annually.
- 4.3 The law tells us you cannot employ anyone who lives in the same household without first having permission from us. This can only be given where exceptional circumstances are shown. If there are exceptional circumstances we will agree in writing that this arrangement is acceptable. Your allocated worker will explain this process to you.
- 4.4 You must act as a responsible employer and make all your arrangements in line with employment legislation. You must retain sufficient funding from your Direct Payment each week to cover your potential employer responsibilities. Information, guidance and support can be given to help you do this.
- 4.5 We strongly recommend that you carry out checks with the Disclosure and Barring Service on any staff you are intending to employ. If you are employing a Personal Assistant and children will be present in the household the Council must undertake the checks on your behalf. The payment will not start until these checks have been completed. If you employ new Personal Assistants at a later date the same checks must be undertaken.

- 4.6 We strongly recommend you do not use people who say they are self-employed Personal Assistants until you have carried out all the relevant checks with Her Majesty's Revenue and Customs (HMRC) and the Council agree you have met the conditions. It is highly unlikely that HMRC will recognise a Personal Assistant as being self-employed. You must tell the Council if you are considering or start using self-employed Personal Assistants. The Council may not be able to pay Direct Payments if the arrangements you have in place do not meet the requirements as set out by HMRC

## **5 You agree not to use your Direct Payment:**

- a) to pay for more hours from a Personal Assistant or agency than we have assessed you as needing by paying a lower hourly rate than we have used as the basis for calculating your Direct Payment;
- b) For health related services – such as dentist, chiropody, physiotherapy, appointments etc.
- c) For household expenses, such as food, personal items or utility bills etc.
- d) For accommodation - rent, mortgage payments etc.
- e) For non-statutory liabilities such as tips, bonuses, ex gratia payments (the Council is not obliged to fund particular costs that are incurred on a discretionary basis)
- f) For anything that is illegal or to purchase services that do not keep you safe and well;
- g) For gambling, lottery, bingo tickets, raffle tickets, alcohol or cigarettes;
- h) To pay for long-term residential care. You can use it for a short stay provided it does not exceed a period of 4 consecutive weeks in any 12- month period;
- i) For anything that is not an activity that will assist you to achieve your agreed outcomes. If you wish to change your agreed outcomes you must get the Council's agreement to pursue different outcomes.

## 6 What Records You Should Keep

- 6.1 You are responsible for using your money as agreed under the terms of this agreement and in your Support Plan with the assistance of the Authorised Person as agreed.
- 6.2 Once your Direct Payment has started you will have a review with your allocated worker and a Direct Payments support officer. You will have to submit financial monitoring after 3 months of having your Direct Payment, then again at 6 months. You will need to keep financial records, e.g. bank statements and invoices of how the money has been spent and complete financial returns forms which will need to be submitted to us.
- 6.3 If you do not provide any requested information within a 4 week period of the request being made to you or your Nominated Person your Direct Payment could be suspended or terminated.

As part of our support to you will have a Care Act review of your needs on an annual basis. If your circumstances change at any point you can contact your Adult Social Care locality team.

## 7 If Your Arrangements Break Down Or Your Needs Change

- 7.1 If things go wrong you should contact the Direct Payments support agency, your allocated worker, or locality team. They will assist you make other support arrangements to meet your assessed needs, if necessary. You may change care agencies or hire different Personal Assistants independently if you wish, as long as this is within the current level of funding.
- 7.2 If your needs or circumstances change you must contact us.
- 7.3 If you go into hospital or respite please ensure you/Nominated Person or someone close to you notifies us as soon as possible. If you employ a personal assistant they may be able to continue to support you but we must be contact us first.



## 8 **Comments, Complaints And Compliments**

- 8.1 You have the right to comment, complain and compliment about the operation of this agreement using our complaints procedure (a copy of which will be provided on request). However, this procedure cannot be used for problems you may have with your employees or agencies that you contract with.

## 9 **Ending The Agreement**

- 9.1 You may end this Agreement by telling us in writing at least four weeks before the date you want it to end.
- 9.2 We may terminate this agreement immediately if, after investigation, it is found you or your appointed Nominated Person are using the money illegally, not in your best interests or you or your Nominated Person is not complying with any part of this agreement.
- 9.3 Before terminating the agreement, we shall work with you and/or your Nominated Person or any other representative, to find a solution to the problems wherever possible.
- 9.4 You will need to instruct your payroll provider to complete all outstanding payments to your employees, HM Revenue and Customs and agencies and then provide financial returns forms to us to finalise your direct payments account.
- 9.5 Any money left in the direct payment account will need to be returned to us within 28 days.
- 9.6 Direct Payments monies do not form part of a person's estate. In the event of the death of a Direct Payment recipient the Direct Payment monies must be returned to the Council once all legal responsibilities are met.
- 9.7 We may ask for money to be repaid if it has not been used to buy the support set out in your Support Plan.
- 9.8 Any Direct Payment monies remaining in the account following termination of the agreement must be returned to us.

## 10 Signatures

Here, both/all parties are signing up to the agreement and agree to abide by its terms. This means that the fact sheets have been read and understood and that all parties understand their rights and responsibilities

<b>Us – Borough of Telford &amp; Wrekin</b>	
Signature on behalf of Telford & Wrekin Council:	
Print name:	
Date:	

<b>You – The Person Receiving the Direct Payment</b>	
Signature:	
Print name:	
Date:	

<b>Authorised Person (appointed by you)</b>	
Signature:	
Print name:	
Date:	

Your Direct Payment start Date will be:    /    /

## How Your Information May Be Used

**Telford & Wrekin Council Adult Social Care are collecting your personal data to enable the best possible advice, care or support to be provided and to meet the statutory requirements under the Care Act 2014, wider legislation and Article 9(2)(c) & (h) of the Data Protection Act (DPA) 2018** Telford & Wrekin Council will not share any of your personal data collected with external organisations unless required to do so by law. However, there may be occasions where we request further information from key third party organisations such as Health or Provider organisations. For further details on the council's privacy arrangements please view the privacy page on the council's [website page](#).