

North Lincolnshire Council Direct Payment Agreement Agency



About this agreement

North Lincolnshire Council has carried out an assessment of your need for adult care services and has determined that the services set out in your care and support plan should be provided through a Direct Payment.

SECTION 1

Your case worker will complete this section of this form

Caseworker to complete:	Name:		Date of Birth:
	PID:		
	Address:		
	Contact number:		
	Email address:		

SECTION 2

Details of person helping me to manage my finances (this will be the contact person for queries regarding the Direct Payment).

Name		Date of Birth
Address:		
Contact number:		
E-mail address:		
Declaration I understand and agree and that I will support the above named person (section 1) to comply with the conditions outlined in this direct payment agreement. I understand that I must act responsibly to support the above named person (section 1) to enable payment of any financial contributions into this direct payment account as required.		
Signed:		Date:

SECTION 3 – To be completed by the person named in section 1 (if appropriate) and/or the person supporting you named in section 2

I have received a copy, read and understand the Direct Payment Agreement Terms and Conditions as set out in this document and agree to them.		Initial here to confirm	
I know that I must let you know about any changes in my circumstances that might affect the amount of assistance I am entitled to as soon as is practical. This should be within 14 days of the change occurring.		Initial here to confirm	
I understand that I must make my Care Providers aware that I am on a North Lincolnshire Council Direct Payment.		Initial here to confirm	
Signature of person named in section 1 (if appropriate)		Signature of named cardholder named in section 2	Date:

SECTION 4

Details of agency responsible for managing the Direct Payment

Company Name			
Address:			
Breakdown of start-up costs:			
Name of company representative:		Signed:	
Job Title:		Date:	

Caseworker: please detach Terms and Conditions from the back of the form and leave them with the person/representative.

North Lincolnshire Council Direct Payment Agreement Terms and Conditions

**North
Lincolnshire
Council**

www.northlincs.gov.uk

You have chosen to receive all or part of your personal budget as a direct payment. This agreement highlights what you can expect from North Lincolnshire Council (the council) and what the council expects from you.

The council reserves the right not to accept the agency you arrange to administer the direct payment.

In this agreement whenever it says "you" it applies to you or the person supporting you manage your finances.

What you agree to do. You must:

- Ensure you inform any Personal Assistant or Agency supporting you that you are using a North Lincolnshire Council Direct Payment.
- Regularly pay your weekly contribution, as advised by us, to the agency managing your direct payment.
- Only use your direct payment to arrange support to meet the outcomes detailed in your care and support plan.
- Comply with all the legal obligations of an employer, where you employ people as Personal Assistants
- Tell us about any changes to your financial circumstances as soon as is practical. This should be within 14 days of the change occurring.
- Keep the Council updated on changes to your care, e.g. if a service detailed in your care and support plan is no longer available.

Responsibility for items/services purchased using your direct payment:

You will be the owner of any items you purchase using your direct payment. They do not belong to the council.

You agree to pay the supplier of any services purchased using your direct payment, the full cost of these services. The council will have no part in this.

You will be responsible for the insurance, maintenance and upkeep of any goods or services purchased using your direct payment. The council will not organise or fund this.

You will be responsible for all legal and contractual responsibilities, including health and safety, for any goods or services you purchase using your direct payment

Your Agency will:

- Only pay for support/services which have been agreed in your care and support plan, or with the Adult Social Care Team.
- Only pay for support/services which have been received.
- Keep the Council updated on changes to your care, e.g. if a service detailed in your care and support plan is no longer available.
- Provide you with account details so that you can pay your client contributions directly into your account and chase up any outstanding contribution payments.
- **Not** use the direct payment account for: daily living expenses e.g. food/utility bills, alcohol, tobacco, any illegal activities, any illegal substances, gambling, online gaming or other online entertainment, or debt repayment, or any other purposes unconnected with your care and support plan.
- Keep accurate records and suitable evidence of how you have spent your direct payment including but not limited to the following (where applicable):
 - Signed wage receipts in respect of all staff employed
 - Signed receipts for cash payments made for any service or support
 - Care provider invoices and receipts
 - Records of any other costs, spending and receipts
- Provide those records when requested so that an audit of your direct payment may be completed.
- Apply fair charges for managing your direct payment account.

What you can expect from us

The council will: -

- Pay your direct payment, less your assessed contribution (we call this paying you net of your contribution), direct to the agency you have nominated to deal with the direct payment on your behalf. This is usually paid as a four weekly payment.
- Routinely check with your nominated agency to ensure that you are using the funds correctly and/or for the prevention or detection of fraud or misuse of funds.
- Check with you that you have been able to use your direct payment to meet your needs as recorded in your care and support plan.

- Tell you if we have any concerns about your direct payment.

Termination of your direct payment

We may terminate your direct payment, and may require you to repay all or part of you direct payment if:

- You are not meeting your responsibilities as set out in this agreement.
- The use of your direct payment is not in your best interests.
- Your health or safety is at risk.
- Not all your eligible needs are being met.
- You have told us that you no longer wish to continue with a direct payment.
- You or your payee are no longer capable of managing your direct payment.
- You do not pay people or organisations that you arrange to provide your care and support.

Upon termination of this agreement, all monies held in your direct payment account will be recovered.