

North Lincolnshire Council Direct Payment Agreement Prepaid Card

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 caseworker 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 taking responsibility for the Direct Payment. This person will be the 'named cardholder', if the person receiving care cannot manage a prepaid card. The council reserves the right not to accept the person you propose.

Name		Date of Birth
Address:		
Contact number:		
E-mail address:		

Please read and sign section 4

SECTION 3

Voluntary help in using the Direct Payment. This person will be added as a 'nominated person' on your prepaid card account to support you to use the card.

Name	
Date of birth	
Address:	

Please read and sign section 5

Section 4 - To be completed by the person named in section 1 (if appropriate) and/or the named cardholder (if applicable)

Please initial and sign to confirm you have received a copy of the Terms & Conditions, understand them and will comply with them.

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	Date:

Section 5 - To be completed by the 'nominated person' named in section 3

<p>Declaration</p> <p>I understand and agree that I will support the person named in section 1/cardholder to comply with the conditions outlined in this direct payment agreement.</p> <p>I understand that I must act responsibly to support the person named in section 1 to pay any assessed financial contributions into the direct payment account.</p>	
Signed:	Date:

Section 6 Know Your Customer Checklist (to be completed by caseworker)

To issue prepaid cards the Council must comply with the Government's Money Laundering Regulations which include measures to check that our customers are who they say they are.

Caseworker to complete:			

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

North Lincolnshire Council

Prepaid Card

Direct Payment Agreement Terms and Conditions

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 person you propose as cardholder.

In this agreement whenever it says "you" it applies you or the named cardholder.

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, onto the prepaid card even if there is unspent money on it.
- Only use your direct payment to arrange support to meet the outcomes detailed in your care and support plan.
- **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.
- Accept responsibility for the payment of all charges made to your pre-paid card as a result of your actions
- 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 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.

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.

Responsibility for your Prepaid Card

You are responsible for the use of your prepaid card according to the terms of this agreement.

You must treat your prepaid card like cash. If your card is lost or stolen, you may lose some or all of the money on your card.

You must not disclose your PIN number to anyone or let anyone else use your prepaid card on your behalf.

If your prepaid card is lost or stolen, or if you suspect that your prepaid card has been used by someone else, you must phone the lost and stolen card helpline on 0207 125 0321.

As part of the audit of your account the council will collect information about purchases made with the prepaid card, such as date of purchase, amount, and payee details. Access to card holder information and usage information is restricted to those council employees who need it to perform their job responsibilities.

Your prepaid card is non-transferable, and your card may be cancelled, repossessed or revoked at any time without prior notice subject to applicable law.

By activating your card you are agreeing to EML Payments Ltd Terms of Use which will be enclosed with your prepaid card.

What you can expect from us

The council will: -

- Pay your direct payment onto a prepaid card.
- Provide you with the agreed amount of direct payment less your assessed contribution amount (we call this paying you net of your contribution). This is usually paid as a four weekly payment.
- Routinely check online the usage of your prepaid card 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 how you are managing your direct payment.

Pre-paid Card recovery

The council will take back any unused money from your prepaid card, which is not needed to pay for any service or product you have arranged to meet the outcomes agreed in your care and support plan.

If we need to take back any monies from your prepaid card we will talk to you about it first unless we are concerned about possible misuse or fraud.

If we decide to suspend your prepaid card or stop your direct payment payments we will tell you and will confirm it in writing.

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 do not provide information required for audit within reasonable timescales.
- 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 nominated cardholder 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 on your prepaid card will be recovered and the card will be cancelled.

We will take any action necessary, including court proceedings, to recover money that has been paid to you under the terms of this agreement, if it has been mis-spent and not used to meet the agreed outcomes.

In the event of your death whilst in receipt of a direct payment, your Estate will need to inform the Council and provide us with your records/accounts so that a final balance of the direct payment can be completed.