



**Your Life
Your Choice**
care and support designed with you



Direct Payments

DIRECT PAYMENTS AGREEMENT for a One Off Payment via a Direct Payments Card

This agreement sets out the responsibilities and obligations of:

Durham County Council (the council) and

Name: _____ (the Direct Payments Recipient)

Address: _____

I consent to receive Direct Payments and confirm that I understand and will comply with the conditions contained in the attached agreement.

I understand that this may include repaying to the council any money spent on activities outside of my agreed Care and Support Plan.

Signature: _____ Date: _____

(Direct Payments Recipient)

Signature of witness: _____ Date: _____

Name of witness: _____

Signed on behalf of Durham County Council: _____

Name and position of Officer: _____

Responsibilities of the council:

1. To make Direct Payments at an amount estimated by the council as a reasonable cost for securing adequate services in order to meet the assessed eligible needs as outlined in your Care and Support Plan.
2. To make a single payment of £ _____ as agreed following the receipt of the signed agreement.
3. To make Direct Payments funding available through individually designated accounts operated by Advanced Payment Solutions Ltd (APS), known currently as “cashplus” accounts.
4. The council retains the right to remotely access this account under the Data Protection Act 2003 and monitor activity on this account. This does not affect the requirements under paragraph 7 for you to retain full receipts of all expenditure.

Responsibilities of the Direct Payments Recipient:

5. To use the Direct Payments for the purchase of goods and services that are safe, legal and meet your needs as agreed with your social worker/care coordinator and set out in your Care and Support Plan.
6. To ensure that your Direct Payments Card is kept secure, managed appropriately including creating, using and maintaining secure passwords, and only used for purposes agreed in the Care and Support Plan.
7. To make available to the council on request, receipts and/or invoices relating to the Direct Payments as evidence that money has been spent appropriately and as agreed in your Care and Support Plan.
8. Not to use the money for any other purpose other than that which has been agreed.
9. To pay any financial contribution towards the cost of services, assessed in accordance with Durham County Council’s charging policy.
10. Not to use the Direct Payments to pay any other charges owed to the council.
11. Not to use the Direct Payments to buy health services, long term residential or very frequent ‘short break’ care in a residential facility, to pay household bills or other personal expenses.

Suspension and Termination

12. The council has the right to seek repayment of the Direct Payments if any of the terms and conditions of this agreement have not been met.