



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



Direct Payments

DIRECT PAYMENTS AGREEMENT With Nominee/s

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.

I understand that I will retain legal responsibility for the actions undertaken on my behalf by the nominated persons, identified in this agreement.

Signature: _____ Date: _____

(Direct Payments Recipient)

Signed on behalf of Durham County Council: _____

Name and position of Officer:

Nominee/s

It has been agreed that the following person/s will act as nominee/s to support the Direct Payments Recipient to manage their Direct Payments:

1. Name of Nominee: _____

Address of Nominee:

Signature of Nominee: _____

Date: _____

2. Name of Nominee: _____

Address of Nominee:

Signature of Nominee: _____

Date: _____

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 Direct Payments, at the agreed frequency.
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 13 for you to retain full receipts of all expenditure.
5. To increase or decrease the amount of Direct Payments paid at any time following a reassessment of your needs which results in the revision of your Care and Support Plan, and to give you appropriate notice of any changes.
6. To ensure that regular checks are undertaken on your Direct Payments and provide advice and support or take corrective action where issues are identified.
7. To provide support and advice in relation to the use of Direct Payments.
8. To undertake a final financial audit and take appropriate action for the recovery of any money due to be returned to the Council..

Responsibilities of the Direct Payments Recipient:

9. To ensure that uses of the Direct Payments by nominees for the purchase of goods and services are safe, legal and meet your needs as agreed with your social worker/care coordinator and set out in your Care and Support Plan.
10. Following an increase or decrease in your Direct Payments to manage any changes with agencies, organisations or employees from which you obtain services.
11. To be liable for any bank charges which arise as a result of your own mismanagement of Direct Payments, including that of your nominees.
12. 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.

Responsibilities of the Direct Payments Recipient (continued):

13. To keep and make available to the Council on request, documents relating to the Direct Payments including bank statements, invoices, receipts, any cash records and timesheets (if relevant) in order for financial audits to be carried out on expenditure.
14. **Following an audit of the Direct Payments to pay any invoices which are issued as a result of money which has been misspent from the Direct Payments bank account or for financial contributions which have not been paid into the account.**
15. To pay all invoices and costs relating to the purchasing of services using your Direct Payments on time, including employee costs, any services purchased from an agency or organisation and any managed bank account or payroll services.
16. To ensure that all the legal obligations and requirements which relate to the purchase of services and people employed using the Direct Payments are met. This includes ensuring that employees work in an environment which does not compromise their health and safety.
17. To ensure that when the Direct Payments are used to employ staff directly that all necessary steps are taken to ensure this is safe including carrying out appropriate recruitment and Disclosure and Barring Service checks, purchasing Public and Employer's Liability insurance, arranging for relevant training, ensuring employees are working in a safe environment and keeping these up to date.

Durham County Council recommends that appropriate checks be made by yourself in line with Disclosure and Barring Service regulations (DBS) for all prospective employees.
18. Not to use the Direct Payments to secure services from a partner, a close relative or anyone else that lives in your household unless otherwise agreed by the Council, in writing.
19. To pay any financial contribution towards the cost of your services, assessed in accordance with the Council's charging policy.
20. To notify and/or advise your next of kin/executor that they must inform the Council at the earliest opportunity of any material changes in circumstances which would affect your assessed needs or entitlement to Direct Payments. This will include any changes in capacity to consent or ability to manage Direct Payments or in the event of the death of the Direct Payments recipient.
21. 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
22. Not to use the Direct Payments to pay any other charges owed to the Council.

Responsibilities of the Direct Payments Recipient (continued):

23. Following the ending of Direct Payments to provide, or arrange for your next of kin/executor to provide, documents relating to the Direct Payments in order for a final financial audit to be undertaken and recovery of any money due.

Suspension and Termination of the Agreement

24. The Council has the right to suspend or stop the Direct Payments if any of the terms and conditions of this agreement have not been met.
25. The Council has the right to stop or suspend the Direct Payments if it is decided that the arrangements made for purchasing services are not adequate to meet the needs and outcomes of the Care and Support Plan.
26. The Council has the right to suspend the Direct Payments where the need for services is temporarily not required.
27. The Council will stop the Direct Payments when the entitlement to Direct Payments has ended or Direct Payments are no longer required. This will include for example on the death of the service user or when there is no longer an assessed eligible need for social care or when the financial contributions are more than the amount of Direct Payments.
28. The Direct Payments recipient may request to stop the Direct Payments at any time, following which, a final audit will be carried out to ensure that all liabilities are paid and unspent monies recovered.