



City of York Council

Community Services

**AGREEMENT
FOR
DIRECT PAYMENTS**

This agreement is dated 200...

and is made between

City Of York Council,
Community Services,
10-12 George Hudson Street,
York.
YO1 6ZE.

and

of

(the Recipient)

DEFINITION OF TERMS

Assessment	The assessment of the Recipient's needs under the terms of the 1989 Act and the Department of Health framework for assessment (children), the 1990 Act, the 1996 Act and the 2000 Act.
Care Plan	The document produced by the Council and agreed with the Recipient following an Assessment carried out by the Council.
Close Relative	Parent, parent-in-law, aunt, uncle, grandparent, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister or the spouse or partner of any of these.
Direct Payment	The payments to be made by the Council to enable the Recipient to arrange the Service.
Payment	The sum of money which is determined by the Council as representative of the cost of providing the Service at the date of the Agreement and as then revised from time to time either as part of the on-going processes of the Care Plan or as provided for in this Agreement.
Recipient's Account	The Bank/Building Society Account opened by the Recipient and maintained by the Recipient specifically for the purposes of this Agreement.
Schedule	The Schedule to this Agreement.
Service	The service(s) that are necessary to meet the needs identified in the Care Plan for which the Recipient is to take direct responsibility.
1989 Act	The Children Act 1989
1990 Act	The National Health Service and Community Care Act 1990.
1996 Act	The Community Care (Direct Payment) Act 1996.
2000 Act	The Carers and Disabled Children Act 2000

INTRODUCTION

1. The Council has carried out an Assessment and determined that the Recipient's needs as identified in the Care Plan should be met.
2. The Council and the Recipient have agreed that the Recipient should take

direct responsibility for the provision of the Service (which may or may not be all the services which are necessary to meet all the needs identified in the Care Plan).

3. The Recipient has agreed to make all the necessary arrangements to ensure the Service is provided, with support if required.
4. The Council has agreed to make the arrangements to fund the provision of the Service as set out in this Agreement.

THE AGREEMENT

The Council's Obligations

1. The Council agrees:
 - 1.1 To make the Payment direct into the Recipient's Account in accordance with the details listed in the Direct Payments Schedule (DP1).
 - 1.2 To meet the agreed priority needs of the Recipient as set out in the Care Plan if the arrangements made by the Recipient break down for any reason.
 - 1.3 To review the Assessment annually or more frequently if required by the Recipient.
 - 1.4 To facilitate support and advice through a Support Service to enable the Recipient to manage his/her obligations under this Agreement.

The Recipient's Obligations

2. The Recipient agrees:
 - 2.1 The City of York Council agrees to undertake Criminal Records Bureau checks for recipients of Direct Payments. The Council requires a check being undertaken where staff will be employed to work with children or in a household where they will have regular contact with children. In instances where there is no requirement from the Council, the recipient is able to make their own decision but should be advised on good practice by staff and the Independent Living Schemes.
 - 2.2 To open a designated bank account where the recipient is to receive regular payments and to allow the Council and its staff access to this account for monitoring purposes at any time. Copies of Bank Statements should be provided at quarterly intervals. The account should be maintained for a period of at least six months after the date on which the Recipient ceases to receive the Payment or any part of it.

- 2.3 To maintain a proper record of care received using form DP3 (attached) or similar and of all payments into and out of the Recipient's Account and to allow the Council and its staff access to those records for monitoring purposes at any time.
- 2.4 To use the Payment only to secure the provision of the Service.
- 2.5 Direct Payment recipients and PAS users will not be allowed to employ their partner (i.e. the other member of a married or unmarried couple) or a close relative living in the same household. The Independent Living Schemes Manager would inform the Council immediately should they become aware that a customer is employing services from a close relative.
- 2.6 In exceptional circumstances, this can be waived if this is the most appropriate way of securing services by an appropriate Group/Locality Manager. Direct Payment recipients and PAS users cannot employ someone else living in the same household as a scheme recipient unless it is a contractual agreement, requiring a paid employee to live in as a personal assistant.
- 2.7 To notify the Council immediately or as soon as possible thereafter of any changes in circumstances relevant to this Agreement.
- 2.8 To account to the Council for the use of the Payment at quarterly intervals using Form DP2 (attached) and to reimburse the Council any part of the Payment which has not been used to secure the provision of the Service.
- 2.9 To accept liability for any charges under the Council's charging policy.
- 2.10 That the benefit of this Agreement is personal to the Recipient and cannot be used to benefit any third party.

Joint Agreement

3. The Council and the Recipient agree that:
 - 3.1 the Council's complaints system be used to resolve any disagreement between the parties over the operation of this Agreement or any other related matters.
 - 3.2 without prejudice to clauses 3.8 - 3.12, if either party wishes to terminate this Agreement, that party will give the other not less than four weeks notice in writing to expire at any time.
 - 3.3 if notice of termination is given, the amount of the Payment due for the period in which the date of termination falls shall be adjusted pro-rata and any overpayment to the Recipient will be reimbursed to the Council as soon as possible.

3.4 to repay to the Council any overpayments as soon as such overpayment is identified. The Council reserves the right to charge interest on any monies owed which are not repaid within 30 days of receipt of an invoice requesting payment.

3.5 Payments to Personal Assistants may be varied in the following manner and should form part of the Personal Assistants Contract of Employment;

Unplanned Hospitalisation – the first four weeks will be on full payment and thereafter the Personal Assistant will either receive a retainer of half their wages or take it as part of their annual leave entitlement.

Unplanned Emergency Respite Care – The first week will be on full payments and thereafter the Personal Assistant will receive a retainer rate of half pay or take it as part of their annual leave entitlement.

Planned Respite Care of Employer – During such periods, provided the Personal Assistant has been notified at least four weeks in advance, they will receive a retainer rate of half pay or take it as part of their annual leave entitlement.

3.6 the Recipient shall have the benefit of any interest which may accrue and be responsible for any bank or other charges due in respect of the operation of the recipient's Account.

3.7 any relationships entered into by the Recipient with a service provider using the Payment is an exclusive arrangement between the Recipient and the service provider.

3.8 both the Council and the Recipient will comply with all current and future legislation relevant to the 1990 Act and the 1996 Act.

3.9 variations to this Agreement, other than variations in the Assessment, must be in writing and by the agreement of both parties.

3.10 the Council may terminate this Agreement immediately if the Recipient:

a) is in material or persistent breach of the terms and conditions of this Agreement; or

b) is not spending the Payment on the Service in accordance with this Agreement.

3.11 in the event of termination by the Council under 3.10 above, the Council may provide up to four weeks' Payment where, notwithstanding the breach, there is still good reason for Payment to be made.

3.12 this Agreement will automatically terminate on the date of death of the Recipient. The Council will however meet the cost of any pay in lieu of notice as per the employment contracts and authorise the payment of redundancy sums from the customer's residual balances.

Signed by: the Recipient and the Authorised Agent of the Council

I have been informed of my right to seek independent advice and provided with contact information for the York CVS Independent Living Schemes (Support Service).

Signed by the Recipient

Name Date
.....

Signed for and on behalf of the City of York Council.

Name Date
.....

Position
.....

Schedules annexed to this Agreement:

1. **The Recipient's Care Plan**
2. **The Direct Payments Schedule (Form DP1)**
3. **The Direct Payments Financial Record (Form DP2)**
4. **Summary of Care Provided/Timesheet (DP 3)**

DP1

**CITY OF YORK COUNCIL
COMMUNITY SERVICES**

DIRECT PAYMENTS SCHEDULE

(To be read in conjunction with the Agreement for Direct Payments)

Name of Recipient:

ISIS No.

Address:

1. Amount Payable

a. One-off payments:

(The following section is only to be used for the employment of staff)

£ set up costs ie staff recruitment (up to maximum of £200)

£ Employer costs ie insurance etc. (up to maximum of £100)

(NB. Receipts should be provided)

Other services for one-off payments

£ Purchase of equipment/minor adaptations

£ Respite (... nights @ £... per night)

£ Transport (..... miles @ £..... per mile)

£ Other (please specify)

£ Other (please specify)

(i) £ sub total

(ii) £ client contribution (where applicable)

(i)-(ii) £ **TOTAL NET PAYMENTS FOR Section 1a (ONE-OFF PAYMENTS)**

b. Where employing staff:

£ hourly payment (..... hours per week)

£ Contingency Sum (Maximum limit £200)

(i) £ **Sub total**

(ii) £ client contribution per week (where applicable)

(i)-(ii) £ **TOTAL NET PAYMENTS FOR Section 1b**

c. Where contracting for services:

£ hourly payment (..... hours @ £..... per hour)

(i) £ **sub total**

(ii) £ client contribution per week (where applicable)

(i)-(ii) £ **TOTAL NET COSTS FOR Section 1c**

Note; At no time should funds accrued in the customers bank account exceed the equivalent of 8 weeks direct payments, over and

above money owed for services received or the payment of tax and national insurance and monies set aside for redundancy payment.

2. Payment:

Net Weekly Payment to be made £..... per week

One - Off Payment £.....

3. Payment Arrangements (for ongoing services):

Payments to be paid 4 weekly in advance

Start date for payments:

4. Bank Account Details (please provide so that payments can be set up)

Bank Name.....

Address.....

Sort Code.....

Account Number.....

Account Name.....

5. Monitoring / Review details:

Date of Initial Review:

Care Co-ordinator:

Office Address:

Tel: Fax:

Signed by:

Recipient:

Date:

On behalf of the Council: **Date:**

**CITY OF YORK COUNCIL
COMMUNITY SERVICES
Direct Payments Financial Record**

Name of Customer.....

Income (For Single/one-off payments please return with appropriate receipt/invoice confirmation of payment)

Date	Paying in Slip No./ BACS	Local Authority	ILF	Self	Other	Total	Description
MONTHLY TOTAL							

Each amount of income banked should be included above, with the detail entered in the appropriate column. This includes income received by BACS.

Expenditure

Date	Cheque No.	Amount	Payee	Detail
MONTHLY TOTAL				

For each cheque drawn, the number should be entered, the amount and the payee.

	£
Balance brought forward	
Add monthly income	
Less monthly expenditure	
Balance carried forward	

At the end of the month the balance should be calculated by adding the income to the balance brought forward from the previous month, and deducting the monthly expenditure. The balance on the latest bank statement, after taking account uncleared cheque or income which does not yet appear on the statement.

At the end of each quarter, these forms must be sent to the Locality Administration Team (Address supplied by your Care Manager.)

Summary of Care Provided/Timesheet

Name of Employee

Four Week Period commencing:

HOURS WORKED								Employee's Signature
Week Commencing	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	

Employer's Statement

I confirm that has worked the hours recorded above during the period stated.

Signature:

Date: