

Direct Payment Agreement - April 2023



Suffolk County Council Adult Social Care Services

This Agreement is made between:

Suffolk County Council

and

Direct payment for

[Name of assessed person]

You and/or the Authorised Person will have received, read, and understood, a series of fact sheets during the process of setting up your direct payment giving you a range of information about the Direct Payments Scheme.

This agreement is the document that tells you about your direct payment – your money, how you will be paid and how it will be reviewed.

What Suffolk County Council will do:

- ✓ We will share your care and support plan with you, and any other person or organisation that you nominate, which will tell you clearly how the direct payment has been worked out and how we have agreed with you that it should be used.
- ✓ We will agree with you how we will support you if your care and support arrangements break down. This will include a contingency to allow you to plan for times that your care and support needs increase for a short time or your normal care arrangements break down. We are also able to commission a service on your behalf if you would like us to do so.
- ✓ We will offer to provide you with a pre-payment card account for you to use for your direct payment.
- ✓ We will pay your direct payment four weekly in advance after your first payment has been made. We will give you a schedule so that you know when your payment is due.
- ✓ We will pay your full direct payment to you, and invoice you for your contribution if you have one.
- ✓ We will complete a review of your direct payment within the first six months of the first payment.
- ✓ We will review your direct payment annually as a minimum. We will do the financial and care reviews at the same time.
- ✓ We will give you four weeks' notice in writing of any decrease in your direct payment following a review.
- ✓ We will only suspend or end your direct payment by agreement with you, or if there has been a breach of this agreement. Please refer to your obligations as a direct payment recipient below.
- ✓ We encourage you to ensure that any staff you employ have an up-to-date DBS check completed and will include the cost of this in your direct payment where necessary.
- ✓ Where you are employing staff, we strongly encourage you to take independent advice around your legal responsibilities as an employer.

- ✓ We will consider what contractual liabilities you may have if you are temporarily unable to use the services that you would normally use your direct payment to pay for (for instance during a stay in hospital or similar).
- ✓ If we think that a service that you are using your direct payment for is unsafe or unsuitable, we will discuss this with you to try to come to an agreement with you. We would only suspend or stop your direct payment if we could not agree any other solution with you.
- ✓ If any part of this agreement changes, we will issue you with a copy of the new agreement with at least four weeks' notice.

What will do

- ✓ I agree to use the direct payment as agreed with me in the care and support plan. I understand that the direct payment remains the property of Suffolk County Council until it has been used in this way.
- ✓ I understand that all decisions made about the use of the direct payment are my responsibility.
- ✓ I agree to use the direct payment for legal purposes only and will not use the payments to partake in any illegal activity or allow the payments to be used for any illegal activity.
- ✓ I agree to comply with all relevant employment legislation where the direct payment is used to employ staff.
- ✓ I agree to have up to date employers' liability insurance if I use the direct payment to employ staff. I will keep copies of insurance paperwork to show to Suffolk County Council on request.
- ✓ I agree to undertake full employment status checks as required by HMRC if I use the direct payment to pay staff who are said to be self-employed. I will supply Suffolk County Council with proof of this on request.
- ✓ I agree to share the details of people and services that I am using my direct payment to pay to provide me with support identified in my care and support plan.

- ✓ I agree not to use my direct payment to fund gambling either by myself or to allow someone else to gamble on my behalf.
- ✓ I agree to fully participate with both the financial and care reviews of the direct payment. I understand that if I do not do so, without good reason, it could result in the suspension of my direct payment.
- ✓ I agree to keep, or to authorise my payroll provider to keep, all statements, pay roll records, invoices and receipts that relate to the use of the direct payment, and I will give these, or will give my payroll provider permission to give these, to Suffolk County Council when asked to do so.
- ✓ I agree to repay any direct payment that has not been used in accordance with the agreement in the care and support plan when asked to do so.
- ✓ I agree to return any surplus direct payment, over and above any reasonable contingency that has been agreed, when I am asked to do so.
- ✓ I agree to use a pre-payment card account or other account that is used solely for the purposes of the direct payment.
- ✓ I agree not to transfer money from the direct payment account into any other personal bank account without the express written agreement of Suffolk County Council
- ✓ I understand I will receive an invoice for any contribution I have to pay every four weeks and that I must pay this from my own income and not from the direct payment.
- ✓ I agree that I will not use the direct payment to employ anyone who is a close family member of and, living in the same household as _____, unless Suffolk County Council agree that this is necessary AND this is noted in my care and support plan.
- ✓ I agree that I will not use the direct payment to purchase a service from a person or company that I have a personal connection with unless this has been expressly agreed in writing by Suffolk County Council.
- ✓ I agree to let Suffolk County Council know about any changes in my circumstances that may affect my direct payment within 14 days. These will include:

- Changes to my care and support needs
- Changes to my ability to manage my direct payment
- If I want/need to change my employee(s)
- If I want to make changes to my care and support plan
- If I change my address
- If my financial circumstances change

We confirm that the contents of this agreement have been discussed and understood.

- ✓ We understand that failure to meet the above terms and conditions without good reason could be a breach of this agreement and may result in withdrawal of the direct payment. If this occurs Suffolk County Council will commission the appropriate services to meet _____ care and support needs directly.
- ✓ **We confirm that we understand that Suffolk County Council or _____ can end this agreement by giving four weeks' notice.**
- ✓ **We agree that Suffolk County Council may use the information provided for the prevention and detection of fraud and that they may also share this information with other bodies responsible for auditing or administering public funds for these purposes.**

Signed by:	Print name:	Signature:	Date:
Direct Payment Recipient			
Suffolk County Council			