

Medway Council

Children and Adults – learning and caring directorate

Medway Direct Payments Scheme

Terms and Conditions

Medway Direct Payments Scheme

Terms and Conditions

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PART 1

You agree:

1. To use a **direct payments account**.
2. To notify in writing:
 - 2.1 your executor/next of kin,
that Medway Council has a declared and legal claim on funds in the **direct payments account**, as they remain the property of Medway Council and are not to be treated as personal income or as part of *your/the customer's* estate and
 - 2.2 to copy such notification to Medway Council for our records
3. To pay *your/ the customer's* **contribution**:
 - 3.1 directly into the **direct payments account** or
 - 3.2 directly to Medway Council if required by Medway Council
4. To use **direct payments** to meet the **agreed outcomes**.
5. To comply with all legal requirements that arise in making arrangements to meet the **agreed outcomes**.
6. To undertake **Disclosure and Barring Service** checks (DBS) on your employees if required to do so by Medway Council.
7. To change the person or organisation providing services if required to do so by Medway Council.
8. Not to purchase a service from a **close relative** or someone unrelated living in the same household as the **customer** without the written permission of Medway Council.
9. To participate in all reviews of *your/the customer's* **support plan** as requested by Medway Council.
10. To inform Medway Council as soon as possible when *your/the customer's* circumstances change.
11. To maintain:
 - 11.1 A record of all support plan expenditure including bank statements, cheque books, invoices and receipts
 - 11.2 tax and National Insurance records
 - 11.3 employment records as required by employment legislation

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- 11.4 employer's and public liability insurance
12. To make such records available to Medway Council.
13. To pay all bank charges arising from the administration of *your/the customer's direct payments account* unless the charge arises from a late or incorrect payment from Medway Council.
14. To use all interest accruing in the **direct payments account** to meet the **agreed outcomes**.
15. Not to use **direct payments** to pay *your/the customer's contribution*.
16. To refund money to **Medway Council** when there is:
 - 16.1 surplus funding identified after monitoring or audit
 - 16.2 expenditure not covered by the **support plan**
 - 16.3 a payment made in error by Medway Council
 - 16.4 an outstanding balance on termination of the **direct payments**.

PART 2

Medway Council will

17. Make **direct payments** to you as agreed in *your/the customer's support plan*.
18. Review *your/the customer's* care needs and **agreed outcomes** and increase or decrease the **direct payments** if required.
19. Under take **Disclosure and Barring Service** (DBS) checks on your employees as required.
20. Monitor the operation of this agreement.
21. Provide ongoing support and advice.
22. Suspend **direct payments** immediately if:
 - 22.1. the **agreed outcomes** cannot be met
 - 22.2. there are support arrangements that place the **customer** at significant risk **and** no agreement with Medway Council had been reached to fund such arrangements
 - 22.3. there is suspicion of misuse of the **direct payments**
 - 22.4. the money is being used illegally
 - 22.5. the money is being used in a manner that brings Medway Council into disrepute

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- 22.6. there have been unsuccessful recorded attempts to communicate with you over a period of two months
23. Consider what contractual responsibilities you have when determining whether to suspend the payments.
24. Support and advise **you** about what can be done to avoid termination.

PART 3

Termination of direct payments, notices and debt recovery

25. **You** may terminate **direct payments** at any time.
26. **We** will terminate **direct payments** by giving notice to you in any of the following circumstances:
- 26.1. agreement cannot be reached between **you** and **Medway Council** following suspension of the Direct Payment
 - 26.2. **customer's** needs no longer eligible for funding from Medway Council
 - 26.3. **customer** no longer resident in Medway
 - 26.4. fraud
 - 26.5. death of **customer**.

Notices

27. Notice from **you** shall be to a care manager at Medway Council.
28. Notice from **us** shall be written and addressed to **you** at your last known address. All notices from **us** shall be served either:
- 28.1. personally, or
 - 28.2. by email, or
 - 28.3. by recorded delivery.

Debt Recovery

29. Medway Council will seek to recover any monies, if necessary, through legal action:
- 29.1. that are properly due back to Medway Council
 - 29.2. that are unaccounted for
 - 29.3. that have been used for fraudulent activities
 - 29.4. that have been used to purchase services or items outside the customer's **support plan**.

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PART 4

I have read and understood the terms and conditions outlined above and agree to them forming the basis of the use of direct payments from Medway Council.

I understand that no payments will be made before the date of the signing of this agreement or before the start of any care provision.

Signed Dated

Print name:
Customer / Suitable Person

I (Customer) nominate (name) to receive direct payments and manage the Medway Direct Payments Scheme on my behalf.

Signed.....

I (Nominated Agent) agree to receive the direct payments and manage the Medway Direct Payments Scheme and I have read and understood the terms and conditions outlined above and agree to them forming the basis of the use of direct payments from Medway Council.

Signed..... Dated.....

Print name:

Signed by Care Management for and on behalf of Medway

Signed..... Dated

Print name:

Job title Contact number:

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Part 5 - What some of the words of the agreement mean

‘We / us / our’: Medway Council, Children and Adults - learning and caring directorate, Gun Wharf, Dock Road, Chatham ME4 4TR

‘You / your’: The person who manages the direct payments, that is the customer, their nominated agent or a suitable person.

Agreed outcomes:

The results that the customer, with agreement from Medway Council, wants to see by having their eligible needs met.

Care plan: The needs set out in the customer’s support plan that have been agreed by Medway Council.

Cash payment: Payment made directly from Medway Council to your direct payments account or your designated personal account.

Close relative: a parent, parent-in-law, aunt, uncle, grandparent, son, daughter, son-in-law, daughter-in-law, stepson or daughter, brother, sister, or the spouse or partner of any of these.

Disclosure and Barring Service (DBS):

A government organisation to help safer recruitment practice.

Customer: Person whose assessed needs for care and support meets Medway Council’s funding criteria.

Customer contribution:

Your financial contribution towards your Personal Budget.

Direct payments:

A personal budget taken as a cash payment and usually the customer contribution is taken from the personal budget before payment is made.

Direct payments account:

A bank or building society account set up by you or on your behalf for the receipt of direct payments, *your/the customer’s* assessed contribution and funding from other sources if appropriate, to be used to meet the outcomes in the support plan. This account might be a dedicated bank account for your support and care monies only, a bank account held by an

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agent or organisation **or** a designated personal account if agreed with Medway Council.

Designated personal account:

A personal bank account for receipt of direct payments under a weekly amount specified by Medway Council.

HMRC: Her Majesty's Revenue and Customs (also known as the Inland Revenue).

Medway Council: Medway Council, Children and Adults – learning and caring directorate, Gun Wharf, Dock Road, Chatham ME4 4TR.

Nominated agent: A person or organisation designated by the customer to manage their direct payments.

Personal budget: Sum of money from Medway Council towards the cost of a customer's eligible support and care needs. This sum of money may vary from time to time; Medway Council will confirm variations in writing.

Suitable Person: A person who involves and acts in the best interests of a customer that lacks the mental capacity to consent to direct payments. The suitable person receives and manages the direct payments and arranges the support for the customer and agrees to seek DBS checks for all employees.

Support plan: A description of the way the customer's personal budget will be used to meet the agreed outcomes arising from their support and care needs. This is sometimes called a care plan.

Terms and conditions: The essential parts of the agreement between you and Medway Council forming the basis for managing direct payments.

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	<u>Name</u>	<u>Address</u>	<u>Email</u>	<u>Contact number(s)</u>
Customer				
Next of kin				
Executor				
Nominated agent				
Suitable Person				
Care manager or social worker				
Self directed support co-ordinator				

For Medway Council use

Original – File

Original to Direct Payment Recipient

Signature and contact pages to be scanned onto Idox

Date

Initial