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| NCC-l-head-black |  | May 2023 |

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|  | **Direct Payment Top-Up Contract** |  |

**Before signing this agreement, you should read these notes carefully and discuss any queries you have with the involved Social Work Team**

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| Name of person receiving the care and support purchased with the Direct Payment  |  |
| If applicable, name of Authorised Person who has been appointed to receive, manage and take legal responsibility for the Direct Payment (this will be the same Authorised Person as indicated on the Direct Payment Agreement) |  |
| If applicable, name of Nominated Person or Direct Payment Support Service (DPSS) which has agreed to provide support with managing the Direct Payment account (this will be the same Nominated Person or DPSS as indicated on the Direct Payment Agreement) |  |

As you have chosen to meet your assessed support needs using a Provider that is more expensive than anequivalentsupport provider that can be commissioned by the Council and is available to provide the service.

This agreement is to show that you agree to pay the difference between the chosen providers hourly rate and the rate that can be commissioned by NCC into the Direct Payment Account. You are agreeing to this under the following terms of this agreement

* The top-up payment is payable every 4 weeks in advance into the Direct Payment account, in line with the Direct Payment made from the Council. This should be for the equivalent to the amount of support received.
* The top-up is **separate** and **in addition to** any personal contribution which the person requiring support has been assessed to pay towards the cost of their care.
* The top-up payment must be affordable and sustainable throughout the period that the Direct Payment is being used
* A Social Care Worker will have a conversation with you to ensure that the top-up payment is affordable and sustainable. Where it is deemed that it is neither affordable nor sustainable a decision may be made as to whether the Direct Payment is the most appropriate way to meet the needs of the person requiring support, and other options considered.
* If the top-up becomes unaffordable during the period it is payable, the Social Work Team should be contacted as soon as possible.
* If the Providers rate changes throughout the period that the Direct Payment is being used, the Social Work Team should be contacted as soon as possible so the Support plan can be adjusted to reflect new cost. This may impact on the level of top-up required.
* The support package will be reviewed at least annually. Where the top-up amount is affected by changes to the care and support provider being used or to the rate that the Council could provide equivalent services, The Council will reassess and adjust the support plan. This will include considering whether a top-up is still required.
* Audits of the Direct Payment account by Adult Care Financial Services will review all payments into and out of the account over a specific period and calculate any underpayment or overpayment of the top-up.
* If the agreed top-up is not paid where due, this will be considered a breach of this Direct Payment Top-Up Agreement and you will be invoiced for all outstanding top-up payments due. The Direct Payment may be stopped, and the Direct Payment recipient’s support transferred to a service managed by the Council.
* Responsibility for top-up payment – Authorised Person or Direct Payment recipient if self-managing.
* It is advised that independent legal or financial advice should be sought by the Direct Payment recipient and or the Authorised Person before entering into this agreement.

I the payer agree to pay the top-up amount as stated within the most recent Care and Support Plan with effect from (Insert Date) Where the package is amended I will pay the amended rate as per the new Care and Support Plan.

I understand that these payments are to top-up the Direct Payment amount stated within the costing Section of the Care and Support plan in order to meet the difference between the chosen care and support provider costs and the amount which Nottinghamshire County Council is able to pay for this category of care or where more hours have been chosen to be purchased from the Provider in addition to those outlined within the Support Plan.

I understand that these payments are to top-up the Direct Payment to meet the difference between the chosen care and support provider costs and the amount which Nottinghamshire County Council has assessed is required to pay for this category of care.  I understand that I must pay the top-up into the Direct Payment account to cover each hour support received and surplus funds in the Direct Payment account can’t be used to cover the top-up.

I understand that a further increase in the fees charged by the chosen care and support provider may result in an increase in the amount that I am liable to pay under this agreement. I therefore accept that any change in fees will result in the top-up amount within the support plan being amended and the package reviewed to ensure the amended top-up amount is still affordable

I have read and understand all the above terms and conditions

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| **Top-Up Payer Name** |  |
| **Address** |  |
| **Signature** |  |
| **Date** |  |
|  | * Discussed with Authorised Person or Direct Payment recipient and or Nominated Person
* Satisfied that affordable and sustainable
* Satisfied that understood by DP Recipient/AP, NP
* Copy of Support plan has been provided which covers up to date top-up figures.
* Information has been provided on how the needs could be met via an equivalent service commissioned through the Council.
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| **Care Worker**  |  |
| **Base** |  |
| **Signature** |  |
| **Date** |  |