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|  **1** | **Personal details of the person who will receive the care and support purchased with the Direct Payment (referred to in this Agreement as the Beneficiary)** |
| Name: |  |
| Address: |  |
| Mobile/Landline Number:  |  |
| Email: |  |
|  **2** | **Is there an Authorised Person appointed to receive, manage and take legal responsibility for the Direct Payment?** |
| No [ ]  | Yes[ ] complete details below |
| **Authorised Person Details**: |
| Name:  |  |
| Address:   |  |
| Mobile/Landline Number:  |  |
| Email:  |  |
|  **3** | **Has a Nominated Person or Direct Payment Support Service (DPSS) agreed to provide support with managing the Direct Payment?** |
| No [ ]  go to Question 4 | Yes [ ]  complete details below |
| **Nominated Person or Direct Support Service Details**: |
| Name: |  |
| Address: |  |
| Mobile/Landline Number:  |  |
| Email: |  |
|  **4** | **The Direct Payment will be paid into (please tick):** |
| * Pre-paid card account
 | [ ]  |
| * Dedicated bank account (includes accounts managed by a DPSS)
 | [ ]  |
| * Pre-paid card account managed by Nottinghamshire County Council (for agency support only)
 | [ ]  |
|  **5** | **Beneficiary or Authorised Person** |
| **By signing this document, I (the Beneficiary or Authorised Person), agree to** |
| **Managing the Direct Payment Money** |
|  | Use a separate, dedicated account for the Direct Payment or a pre-paid card |
|  | Spend the Direct Payment only to meet the needs and achieve the outcomes that have been agreed and set out in the Support Plan |
|  | Return to the Council, when requested, any surplus money in the Direct Payment account above an agreed amount |
|  | Allow any interest received on monies in the Direct Payment account to be made available for spend on care and support |
|  | Pay from personal funds any bank charges which I have incurred on the Direct Payment account through error or overspending |
|  | Return to the Council the total remaining balance of the Direct Payment account once the Direct Payment has ended and all care and support costs have been paid.  |
|  | Pay into the Direct Payment account any Top-Up payments if I have agreed a service cost with a care and support provider which is more than the Direct Payment awarded by the Council.  |
| **Keeping and Providing Information** |
|  | Keep records of all income and spending from the Direct Payment account for 6 years including the following (where applicable):• Monthly bank / building society statements• Wage slips for staff I employ• Care Agency invoices and receipts (where an agency is used for the provision of services)• Signed receipts for any cash or cheque payments• Records and receipts for all other expenditure |
|  | Provide bank statements and other documents, records and information requested by the Council for auditing and monitoring purposes within the timescales given |
|  | Provide any information requested by the Council about contractual arrangements I have made to purchase care and support |
|  | Treat records containing any personal information with care, ensuring such documents are stored safelyand information is shared securely only with the appropriate parties in accordance with Data Protection legislation, including the Data protection regulation (EU) 2016/679 |
|  | Tell the Council about any changes in circumstances whether temporary or permanent; for example, changes in need, finances, any residential/nursing care or hospital stay, change of address |
|  | Tell the Council as soon as possible if the Direct Payment service is no longer required |

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| **Employing a Personal Assistant (PA)****(Note this section only applies where a PA is employed)** |
| To take up DBS checks and personal references for the PA I employ |
| Take out employers liability insurance cover and renew this when applicable |
| Deduct tax and national insurance where applicable and make the appropriate payments to HMRC |
| To take responsibility for complying with employment law |
| Comply with rules about sick pay, maternity pay and holiday pay |
| Ensure safe working practices and environment |
| Fulfil employers’ responsibilities regarding notice periods and redundancy, including relevant financial obligations |
| Provide for appropriate staff training and supervision |
| **And, I (the Beneficiary or Authorised Person), understand that Nottinghamshire County Council will:** |
|  | Undertake regular audits of the Direct Payment account to ensure I am spending in accordance with the Support Plan and the terms of this Agreement |
|  | Request that any surplus money in the Direct Payment account above an agreed amount be returned to the Council |
|  | Transfer the Direct Payment to a pre-paid debit card (if applicable) where there has been a breach of this Agreement (for example where I have not complied with audit requests or have misused funds) |
|  | Take steps to stop the Direct Payment where there has been a breach of this Agreement (for example where I have not complied with audit requests or have misused funds) |
|  | Take any action necessary (including court proceedings) to recover Direct Payment money spent by me / on my behalf where there has been a breach of this Agreement*.* (**Note:** this includes where your Nominated Person has not complied with its obligations – you remain responsible for their actions) |
|  | Request the return of the total remaining balance of the Direct Payment account once the Direct Payment has ended and all care and support costs have been paid.  |
|  | Recover money owed from my estate in the event of my death |
|  | Communicate directly with the DPSS or Nominated Person (where applicable) on my behalf, and request and share documents and other information relating to the Direct Payment |

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|  **6** | **Authorised Person:** |
| **Where I am signing this document as an Authorised Person, also agree to:** |
|  | Be contractually responsible under this Agreement for my role in managing the Direct Payment |
|  | Manage the Direct Payment in the best interests of the person for whom I am acting |
|  | Encourage and enable the person for whom I am acting to have the fullest possible input into decisions affecting them |
|  | Consult other people close to the person for whom I am acting to establish their likely preferences and wishes |
|  | Consult other professionals involved in the care and support of the person for whom I am acting |
|  **7** | **The Council:** |
| **In consideration of the Beneficiary / Authorised Person signing this Agreement, the Council agrees to:** |
|  | Pay the Direct Payment into the dedicated bank account or prepaid card account every 4 weeks in advance on agreed dates |
|  | Tell you about any change in the Direct Payment you are receiving  |
|  **8** | **Nominated Person:** |
| **In consideration of the Beneficiary / Authorised Person signing this Agreement, the Nominated Person (other than a DPSS) agrees to:** |
|  | Co-operate, communicate and share information with the Council relating to the Direct Payment. This includes information required by the Council for audit purposes such as:* Monthly bank / building society statements
* Wage slips for staff you employ
* Care Agency invoices and receipts (where an agency is used for the provision of services)
* Signed receipts for any cash or cheque payments
* Records and receipts for all other expenditure
 |
|  | Alert the Council where it has any concerns with regard to the management or operation of the Beneficiary’s Direct Payment account, or where the terms of this Agreement are not being met |
|  | Treat records containing any personal information with care, ensuring such documents are stored safely and information is shared securely only with the appropriate parties in accordance with Data Protection legislation |

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| **9** | **Direct Payment Support Service (DPSS)** |
| **In consideration of the Beneficiary / Authorised Person signing this Agreement, the DPSS agrees to:** |
|  | Ensure that the services provided to the Beneficiary in relation to the management of their Direct Payment are provided with all reasonable skill, care and diligence by appropriately qualified personnel |
|  | Ensure that the services provided to the Beneficiary in relation to the management of their Direct Payment are provided in accordance with all applicable law |
|  | * Indemnify the Beneficiary against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Beneficiary arising out of or in connection with:
	+ breach or negligent performance or non-performance of the provision of the services being provided by the Nominated Person or the DPSS
	+ fraud or misappropriation of funds by the Nominated Person or the DPSS or any of its personnel

Nothing in this section shall restrict or limit the Beneficiary’s general obligation at law to mitigate any loss they may suffer or incur as a result of an event that may give rise to a claim under this indemnity |
|  | Co-operate, communicate and share information with the Council relating to the Direct Payment. This includes information required by the Council for audit purposes such as:* Monthly bank / building society statements
* Wage slips for staff you employ
* Care Agency invoices and receipts (where an agency is used for the provision of services)
* Signed receipts for any cash or cheque payments
* Records and receipts for all other expenditure
 |
|  | Alert the Council where it has any concerns with regard to the management or operation of the Beneficiary’s Direct Payment account, or where the terms of this Agreement are not being met |
|  | Treat records containing any personal information with care, ensuring such documents are stored safely and information is shared securely only with the appropriate parties in accordance with Data Protection legislation |
|  | Ensure, in line with Data Protection legislation, the secure retention of all data relating to the Beneficiary and their Direct Payment for a time period agreed upon by the Council.Ensure, in line with Data Protection legislation, the secure transfer of all data relating to the Beneficiary and their Direct Payment to any named parties as directed by (and including) the Council upon the cessation of DPSS support, including in the event of the DPSS service or organization ceasing to operate |

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| **How personal information may be used** |
| Data protection law allows the Council to use or share personal data where it is carrying out a function in the public interest, for instance, social care.To ensure the Council provides you with an efficient and effective service it will sometimes need to share your information with other parties that support the delivery of the service you receive or to support the Council in carrying out any other of its statutory functions.Where there is a Nominated Person or Direct Payment Support Service, the Council may share personal information about the Beneficiary/Authorised Person or about the Direct Payment with the relevant person or organisation. The Council may also receive information about the Beneficiary/Authorised Person or about the Direct Payment from the Nominated Person or Direct Payment Support Service.The Council may share the personal information with Health Service bodies should they become responsible for providing support, for instance, NHS Continuing Healthcare, or in circumstances where the care package is jointly funded by the Health Service.The Council is under a duty to protect public funds. The Council may use any of the personal information provided to it for the prevention and detection of fraud or for the purpose of exercising its legal rights. The Council may share this information with external organisations for these purposes or in the event it is required to do so by law.The Council may use your personal information to support its compliance with its duty of best value under the Local Government Act 1999 and this may include contacting you for market research purposes to ask you about your experience of using direct payments and ancillary matters.If you would like further information about the Council’s privacy statement or about use of your personal data, you can contact the County Council’s Data Protection Officer at:Data Protection Officer, Nottinghamshire County Council, County Hall, West Bridgford, Nottingham, NG2 7QP* Email: DPO@nottscc.gov.uk
* Web: [www.nottinghamshire.gov.uk/global-content/privacy](http://www.nottinghamshire.gov.uk/global-content/privacy)
* Telephone: 0300 500 80 80
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| **Signatures** |
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| **Beneficiary / Authorised Person (delete as appropriate):** I agree to the terms of this agreement and have completed this document to the best of my knowledge and belief |
| Name:  |  |
| Signature:  |  | Date: |  |
| **Nominated Person or Direct Payment Support Service:** I agree to support with the management of the Direct Payment under the terms of this Agreement |
| Name:  |  |
| Signature: |  | Date: |  |
| **Nottinghamshire County Council’s Social Care Case Worker:** I agree to arrange the Direct Payment under the terms of this Agreement |
| Name:  |  |
| Signature:  |  | Date: |  |