###

### Direct Payment Agreement

The agreement outlines the rules regarding direct payments in Islington. This agreement is between **London Borough of Islington and you.**

In this agreement the Council is called **we, and**/or **us.**

In this agreement the service user, authorised person or carer is called **you,** and/or **your.**

|  |  |
| --- | --- |
| **You are the… (tick one box only)** | **tick** |
| **1A - Adult Service User (person in receipt of Direct Payment)****Please complete box A below only** | [ ]  |
| **1B - Authorised person if this is applicable (person with legal power of attorney or person agreed by allocated social worker for service users who lack capacity)****Please complete box A and box B below only** | [ ]  |
| **1C - Carer (for carer’s Direct Payment only)** **Please complete box C below only** | [ ]  |

|  |
| --- |
| **A - Service user’s name and address** |
| **Name** |       |
| **Address** |       |
|       |
| **Postcode** |       |
| **Email**  |       | **Phone** |       |

**And (if applicable)**

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| **B - Authorised person’s name and address if this is applicable (person with legal power of attorney or person agreed by allocated social worker for service users who lack capacity)** |
| **Name** |       |
| **Address** |       |
|       |
| **Postcode** |       |
| **Email**  |       | **Phone** |       |

**Or**

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| **C – Carers name and address (Applies to carer’s Direct Payments only)** |
| **Name** |  |
| **Address** |  |
|  |
| **Postcode** |  |
| **Email**  |  | **Phone** |  |

**What we will do:**

* Make payments into your direct payments bank account or prepaid card in advance, within 4 weeks of this agreement being signed.
* Monitor how you spend the money
* Provide support for you to manage your Direct Payments and employment responsibilities as needed.
* Stop, suspend and/or recover payments made to you, if they are no longer needed or if you do not follow the rules outlined in the agreement

**What you will do:**

* Use your Direct Payments to achieve agreed personal goals/outcomes. These are written in your agreed plan. Your plan could be a care and support plan or care plan
* Pay for your Direct Payments services with your prepaid card. If you use a Direct Payments bank account you can also pay by cheque, bank transfer or on-site debit card payments. No payments to be made by cash
* Send us regular records of how you are using your Direct Payments when requested e.g., receipts, supporting documents and bank statements
* Pay your assessed charge contribution, if any, into your Direct Payments bank account or pre-paid card on a weekly, 4 weekly, or monthly basis.
* If you are an employer, you must meet your legal responsibilities to your employee
* Tell us if things change and if you want to change how you use your Direct Payments **(expand in the guidance)**
* Any surplus funds to be returned to Islington Council if in excess of 6 weeks

**Signatures**

I agree to everything in this agreement and the terms and conditions attached and that I have received a copy of the agreed support plan

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| **Signed by you (tick one box)**  | **tick** |
| **1A Adult Service user (person receiving the care)** | [ ]  |
| **1B** **Authorised personif this is applicable (person with legal power of attorney or person agreed by allocated social worker for service users who lack capacity)** | [ ]  |
| **1C Carer** **(relates to carer’s Direct Payment only)** | [ ]  |
|  |  |
| **Name (please print)** |       |
| **Signature** |  | **Date** |       |

**Or**

|  |
| --- |
| **Signatory****This is a person signing on behalf of the service user who is unable to physically sign the form.****I confirm that the contents of the agreement have been explained to them, they have the capacity to understand them and have agreed and that I am signing this form on their behalf.**  |
| **Name of signatory (please print)** |
| **Signature** |  | **Date** |

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| --- |
| **Signed on behalf of London Borough of Islington (eg. Social worker, care coordinator)** |
| **Name** |       |
| **Job title** |       |
| **Email**  |       |
| **Phone no** |       |
| **Signature** |  | **Date** |       |

**Terms and conditions of the Direct Payments Agreement**

**1. Basis of the Agreement**

This agreement is made on the basis that

* We have completed an assessment of your need for support
* You are eligible to get the support and services identified in your plan to meet your agreed outcomes
* We have agreed your plan with you
* You are willing and able to meet the needs and outcomes written in your plan
* We will make a direct payment into your direct payments bank account or prepaid card so you can buy the support and services.
* If you nominate someone else to receive your payments, use your pre-paid card or use your Direct Payments bank account, you will continue to be responsible for the Direct Payment. You will make key decisions and keep overall control of how payments are used
* You cannot authorise your paid employee to oversee the Direct Payments on your behalf
* We may make changes to the terms and conditions and will provide you with written notice of this

**2. About your Direct Payments**

**How you will be paid**

**Pre-paid card**

* We will pay the money onto a pre-paid card four weekly
* If you do get a pre-paid card, you must follow the card provider’s terms and conditions (included in this agreement)
* You must also **accept** the contents of the **consent to use of personal data in relation to Pre-paid Cards**

**or**

**Bank account**

* You must open a bank account that will be used for Direct Payments only
* We will pay the money into your Direct Payments bank account four weekly
* You will agree to provide financial monitoring records in the form of bank statements, supporting documents, and receipts to the Direct Payment finance team when requested

**When you will be paid**

* + We will pay you on a four-weekly basis in advance
	+ If appropriate you may receive a one-off payment if agreed
	+ This information will be written in your plan

**Your Assessed Contributions**

If you pay a weekly contribution towards your care services, you must

* Pay this money onto the pre-paid card or pay this money into your Direct Payments bank account weekly, four weekly, or monthly
* We will deduct your contribution from the money you receive for your Direct Payments
* The amount of money received for the Direct Payments will change if your contribution changes
* If you do not pay the assessed contribution, we may bring this agreement to an end

**3. How to use the money**

You will use the Direct Payments to pay for support or services to meet your outcomes as written in your plan which we have agreed with you

**Cash Payments**

* No cash payments are allowed for employment costs or activities e.g., wages, tax, national insurance payments.

**Employing staff**

* If you directly employ staff through the Direct Payments, then you must meet your legal responsibilities as an employer. We can help you with this.
* We will make sure you have enough Direct Payments money to pay the London Living Wage to your employees to meet your outcomes as written in the plan
* You will need to keep enough money on your pre-paid card or in your Direct Payments bank account to cover the additional costs of being an employer. This includes employer’s liability insurance, employee’s sick pay, leave entitlements, redundancy costs, payroll costs, advertising, recruitment, pension contributions and administration costs
* You will keep overall control that the money is used as per your support plan
* You can do this by yourself or with support from a nominated person
* You will be responsible for any bank, legal and/or HM Revenue and Customs charges due to your actions, errors, or failure to act

**Your budget cannot be used for**

* Anything that is against the law
* Activities that expose you or others to unacceptable levels of risk of harm
* Gambling
* To pay for things that you would normally use other money to pay for, like day-to-day food bills, rent or mortgage payments, utility bills, cigarettes, or alcohol
* Activities that do not meet the goals or outcomes as agreed in your plan
* You are not allowed to transfer any of your Direct Payment's funding outside the United Kingdom or use any of your Direct Payment's funding to pay people or organisations outside the United Kingdom.

**For more information see Islington’s Direct Payments Fact Sheets**

**4. What records you should keep**

* You need to keep records of all spending made with the Direct Payments
* We will write to you and give you more details about what records you need to keep and how often we need to see these records
* If you do not give us the information we ask for, we may have to suspend or end this agreement and the Direct Payments
* If this happens, we will organise other support for you based on your needs
* This support will be in place before this agreement is ended

**5. Ending or suspending the agreement and payments**

**Who can end the agreement?**

* **You** or **we** can end this agreement and the Direct Payments
* This notice must be in writing
* You must take into account the commitments that have been agreed in your plan
* We will talk to you before we end the agreement or your Direct Payments
* We will check all the details you give us

These are the reasons we may suspend or end this agreement and your Direct Payments

* We did not get the financial monitoring records within the requested timeframe
* The plan does not meet your outcomes any more
* You are no longer eligible to get services
* We believe you are not using the Direct Payment to achieve the outcomes that we agreed in your plan
* We find out that you are using the money illegally
* You have more than 6 week’s surplus funds on your pre-paid card or in your Direct Payment bank account. Surplus is extra money in your account. This money is not needed to buy support or services to meet your outcomes or pay any employment bills
* You are no longer a permanent resident or patient in the London Borough of Islington
* If safeguarding, adult and / or child protection concerns have been identified
* You do not do what you have agreed to in this document

**We may end this agreement and the Direct Payments for these reasons**

1. **Authorised person**

If we believe you are not working in the best interests of the adult service user

1. **Assessed contributions**

You have not paid the assessed contribution onto your pre-paid card or into your Direct Payments bank account for 8 weeks

**6. Returning Payments**

You will have to pay back to us any Direct Payments funding that is

* More than a 6-week surplus
* Not needed to meet the outcomes you agreed in your plan
* Not used to achieve the outcomes you agreed in your plan
* Not supported by the financial monitoring records
* At the end of the Direct Payments any money left over in the Direct Payments account or on your pre-paid card that has not been used must be returned to Islington Council
* You will reimburse us in respect of all damage, loss, or injury which we may incur as a result of any failure or misuse by the Service User, Carer, Nominee or Authorised Person in the use of the pre-paid card or Direct Payments bank account
* If you do not return Direct Payment funds to Islington Council when we request you to, you will be liable to debt recovery procedures. This could include legal action to recover the outstanding amount and you may have to pay additional costs

**Help to manage your Direct Payments**

If you have any questions about Direct Payments or things change speak to your care professional. If you don’t have a named care professional contact

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| --- | --- |
| Description: Google-search | [**Direct Payments**](https://www.islington.gov.uk/social-care-and-health/paying-for-your-social-care/direct-payments-for-social-care) |
| **Support to be an Employer** The Direct Payments Employment Team can support you to meet your responsibilities as an employer |
| Description: Headphones_listen | **020 7527 8164** | Description: Email | **direct.payments@islington.gov.uk** |
| Description: Google-search | [**Direct Payments**](https://www.islington.gov.uk/social-care-and-health/paying-for-your-social-care/direct-payments-for-social-care) |
| **Direct Payments Finance** |
| Description: Headphones_listen | **020 7527 8369** |

**Making the Payments**

**Section 1A – Prepaid Card**

The default position is that Direct Payments for service users, or authorised persons, are set up on the pre-paid card, including those needing the LBI Holding account however service users can choose to have these paid into their own bank account (please see section 2). **We do not use the pre-paid card for carer’s DPs.**

To set up the payments we need the service user or authorised person, and nominee if applicable, to read and sign the following consent form.

**Consent to use of personal data in relation to pre-paid cards**

By providing your personal information to the Council you consent to the Council using it to apply for a Prepaid MasterCard and understand that the information will be used by the Council's Pre Payment-Card Provider Prepaid Financial Services in the following ways:

* Prepaid Financial services will be the data controller of personal data given to or received by them in connection with your application and account. They may use third parties to process your personal data on their behalf.
* They will process and retain personal data to open, administer and run your account and to deal with any enquiries you have about it.
* If they suspect that they have been given false or inaccurate information, they may record their suspicion together with any other relevant information.
* If false or inaccurate information is provided and fraud is identified, they may pass details to Fraud Prevention Agencies to prevent fraud and money laundering.
* If your Account goes overdrawn and you do not pay back the money owed when asked they may provide information about you to credit reference agencies.
* Personal data may also be transferred confidentially to other organisations within the Prepaid Financial Services group of companies and to third parties to run your Account.
* Your personal data in relation to transactions made with your Card will be made available to the Council and duly authorised agents.
* To process data in countries outside the European Union, including the United States of America, as long as appropriate steps are taken to ensure the adequate protection of personal data

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| **Signature of service user or authorised person or signatory (person stated on page 3)** |
| **I agree to the above terms and conditions of Prepaid Financial Services and that Islington Council may share with Prepaid Financial Services my personal information necessary in order to process my pre-paid card account** |
| **Name** |       |
| **Signature** |  | **Date** |       |

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| **If using a prepaid card, who will be making the payments?** |
| Service user  | [ ]  |
| Authorised or Nominated person **(go to section 1B)** | [ ]  |
| LBI Holding account **(go to section 1C)** | [ ]  |

**Section 1B – The Nominated Person**

**A nominated person will make payments, on your behalf, as per your support plan, with the pre-paid card. They must sign to confirm that they understand and agree to comply with the conditions of this Direct Payments agreement. They maintain overall responsibility for making payments related to your Direct Payment and will be granted permission to liaise with Prepaid Financial services to make all necessary payments.**

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| **Details of Nominated Person** |
|  |
| **Name** |       |
| **Address** |       |
|       |
| **Postcode** |       |
| **Email**  |       | **Phone** |       |
| **Signature** |  | **Date** |       |

**Section 1C – The Holding Account**

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| If the service user’s Direct Payments prepaid card will be held by the LBI Holding account, the team manager needs to tick one or more of the following reasons: |

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| --- | --- |
| **Reason that the Holding Account is required - tick at least one box** | **Tick** |
| Service User is unable to use the prepaid card, or open a separate or second bank account | [ ]  |
| Service user is unable to manage Direct Payment finances due to anxiety or other mental health or fluctuating conditions | [ ]  |
| Direct Payments could be at risk of misuse by others if received onto the service user’s prepaid card or bank account  | [ ]  |
| There is no family member or friend able to administer the Direct Payments on service user's behalf | [ ]  |
| Family or friend is the only person that could administer funds, and is also a paid carer  | [ ]  |
| English is not the service user's first language, and he/she would have difficulty administering payments  | [ ]  |
| Any other identified circumstances where it is agreed between Finance and Care Management that the Holding Account is the most appropriate support option for the service user. Other (Please give details here)      | [ ]  |

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| --- | --- |
| **Has the Direct Payments Finance Team manager confirmed that the Holding Account application can progress?** **(Contact 020 7527 8369)**  | **[ ]  Yes [ ]  No** |
| **Date Holding Account was authorised by Direct Payment Finance Team Manager** |  |

|  |  |
| --- | --- |
| **Name of senior practitioner or Team Manager** |       |
| **Signature** |  | **Date** |       |

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| --- | --- | --- |
| **Office use only**  | **Tick when complete** | **Tick** |
| Scan, save and attach to the ‘Documents’ tab on the service user’s/carer’s LAS record.  | [ ]  |
| Send an eReferral to DP finance team to request DP set up | [ ]  |

**Section 2 - Direct payments paid into bank account**

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| The person or carer needs to complete all details below and sign to confirm the bank account details into which they would like the carer’s Direct Payment to be paid. |
| **Carer’s Name** |       |
| **Home Address** |       |
| **Phone Number** |       |

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| --- | --- | --- |
| **Is the Direct Payments Account going to be administered by a Nominee?****If Yes, complete the nominee’s details below** | **Yes** [ ]  | **No** [ ]  |
| **Nominee’s name** |       |
| **Nominee’s Home Address** |       |
| **Nominee’s Phone Number** |       |

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| **Bank details - To be completed by the account holder** |
| **Name of Bank/Building Society** |       |
| **Address of Bank/Building Society** |       |
| **Postcode**  |       |
| **Name of Account Holder(s)** |       |
| **Bank Sort Code - 6 numbers** |  |  |  |  |  |  |  |
| **Account Number - 8 numbers** |  |  |  |  |  |  |  |  |
| **Roll Number/Third party Ref. No. (if applicable)** |       |

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| **Confirmation – Please tick one** | **Tick** |
| I, the account holder named above, confirm this is a **separate cheque account** – which will be used exclusively for managing Islington Direct Payments to set up the payments I attach a copy of a bank statement. I am in agreement to share bank statements as part of the financial monitoring requirements. | [ ]  |
| I confirm this is **my personal bank account** and I am in agreement to share bank statements as part of the financial monitoring requirements. To set up the payments I attach a copy of a bank statement no more than three months old. It includes the bank details above, and the current balance to confirm it is not overdrawn. | [ ]  |
| **Signature of Account Holder(s) or LBI Holding account user**  |  |
| **Date** |       |

|  |  |  |
| --- | --- | --- |
| **Office use only**  | **Tick when complete** | **Tick** |
| **Detach page 8** from the rest of the document, scan to yourself and then email to incometeam@islington.gov.uk. [Once receipt of your email is confirmed by Income Team, please delete the scanned copy, and discard the paper copy in confidential waste]. | [ ]  |
| **Scan, save and attach** **pages 1-7** **only** to the ‘Documents’ tab on the carer’s LAS record  | [ ]  |
| **Send an eReferral to DP finance team** to request DP set up | [ ]  |