

DIRECT PAYMENTS -RIGHTS AND RESPONSIBILITIES

This document sets out the terms and conditions of the agreement between you and Croydon Council.

The Rights and Responsibilities of yourself, your nominee, parent or broker.

You can nominate a person to help you manage the Direct Payment and/or to help you purchase support and assistance.

1. Agree to use a Pre-Paid Payment card or open a Bank Account.

Pre-Paid card – This is a Master Card which Croydon Council will set up, it enables you to do online - telephone banking with ease.

Separate Bank Account- The person managing needs a UK Current Bank account (not savings or post office) to receive your Direct Payment.

If your direct payment is managed by a friend or relative, they may not also act as your paid carer or receive payment from the direct payment account. This would constitute a conflict of interest.

2. Telling the council about how you are using your direct payment

If you use a Pre Paid Card- The council will monitor all transactions.

If you use a bank account you will agree to complete a monitoring form every three months and return it to our finance department.

Your Direct Payment Advisor will provide support if you find it difficult to complete returns because of your impairment.

You agree to provide us (when requested to do so) access to all documentation held by you in respect of your care package.

- Insurance Documents
- Employer Records such as tax and national insurance and payslip records
- Care Agency / Contracts or Agreements
- Bank statements telling us how you have used your Direct Payment and how much you have paid, including invoices and receipts.

3. What you can use Direct Payments for

Your Direct Payment can be used to meet the needs assessed by your care manager or social worker.

This could include using a personal assistant or agency to provide care, or paying for services and activities, such as day service. Direct payments may be used for short stays in residential care (respite) or its equivalent. However the total period of respite should not exceed 4 consecutive weeks in any 12 month period.

Any needs you identify that are not in the support plan, will need to submit in writing to your care manager or social worker.

4. Using direct payments to meet your personal care needs

- Directly employing your own personal assistant. (This excludes members living in the same household unless it has been agreed under exceptional circumstances at Director level)

If you chose this way of meeting your needs, your nominee, parent or broker must

- Agree to comply with all legal duties and obligations of an employer in the UK.
- Ensure that you have the support when you need it and have back up arrangements if things go wrong.

Your direct payment advisor will be able to advise you on what you need to do as an employer.

- **Using a self-employed person, agency or other organisation.**

If you chose this way of meeting your needs, your nominee, parent or broker must

- Ensure they have relevant and sufficient insurance, skills and qualifications, UTR- Unique Tax reference number – for self-employed PA and work permits from the outset. DBS checks can be arranged and paid for by Croydon Council
- You must also check on a regular basis that such cover remains in place and, when necessary, is varied in accordance with changes to the support provided

5. What you cannot use Direct Payments for

- Unlawful activity
- Gambling
- Subsistence – such as food and drink
- Accommodation costs
- Permanent residential care – but if indicated in your care plan they can be used for non-residential additional day activities.
- Services provided by a close family member who lives with you. This includes: spouse, civil partner, unmarried partner, or a close relative (i.e. parent, parent-

in-law, aunt uncle, grandparent, son, daughter, son-in-law, daughter-in-law, step son or daughter, brother, sister)

- Respite exceeding 4 consecutive weeks in any 12 month period.
- Services provided directly by the Council or NHS.

Any misuse may result in Direct Payments being suspended.

6. Monitoring how you spend your Direct Payment

Unless you opt for a Pre-Paid card we will send Quarterly Return forms for you to complete and return to us every three months.

On receipt of any Quarterly Return or Returns and after consultation with you or your Nominee, Parent or Broker we may adjust future Direct Payment(s) in order to recover any over payment arising from a previous quarter(s).

7 Keeping Records

You agree to keep the records relating to direct payments above for a minimum period of 6 years for tax purposes.

8. Reviews

If your care needs change and require a review, contact the referral team on 02087266500 referral.team2@croydon.gov.uk

Any proposed changes to care plan will need to be agreed with your social worker care manager.

9. Changes in your circumstances

You should tell us of **ANY** changes relating to you, or your nominee's, circumstances by contacting 0208 726 6000 EXT: 61925, direct.payments@croydon.gov.uk .

Hospital Admissions - If you directly employ a personal assistant or care worker:

- We will pay the full amount of your Direct Payment for week 1 and week 2 you are in hospital or temporary residential.
- We will pay 50% of your direct payment during weeks 3 and 4 you are in hospital or temporary residential,
- After week four payment will be suspended until you return home.

However if you use a home care agency or self-employed person we will suspend your payment from the date you are admitted to hospital until the date you are discharged.

10. Returning money to us / unused money.

If, for any reason, we discover that you are holding monies in the account which are not necessary to enable you to secure the provision of support as defined by this agreement then such monies must be repaid to us in accordance with our instructions.

If we are not satisfied that your Direct Payment has been used to secure the support agreed in your care / support Plan, you must repay the whole or part of the payment if we ask you to do so.

Where we are satisfied that you have not complied with any term or condition of this Agreement then you must repay the whole or part of the Direct Payment if we ask you to do so

Any unreasonable surplus monies held by you under this Agreement must either be repaid to us in accordance with our instructions or we may suspend payments until the surplus is used.

11. Stopping Direct Payments

You have the right to bring this Agreement to an end at any time by giving minimum four weeks' written notice to:

Direct Payment Support Service
2nd Floor | Zone E
Bernard Weatherill House
8 Mint Walk
Croydon
CR0 1EA

direct.payments@croydon.gov.uk or referral.team2@croydon.gov.uk

The council also reserves the right to bring this agreement to an end at any time by giving four weeks written notice.

If this Agreement is brought to an end by you or by us, for whatever reason, you will be responsible for settling any outstanding payments due to a provider or individual with whom you have made arrangements to provide support.

12. The Council's Rights and Responsibilities

13. Paying you

We will make payments on a 4 week cycle for Adults and weekly for Children's.

We will reimburse you for any interest or charges claimed by your bank or building society as a result of a late payment by us provided that the late payment is not due to circumstances within your control and provided that you supply us, if we ask you to do so, with written evidence from the bank or building society of the amount claimed and the reason why it has been claimed.

14. Changes in the amount we pay you.

We may stop, increase or decrease the amount of the Direct Payment at any time if there is a change in assessed care or support needs or a change in your financial circumstances.

If we alter your Direct Payment, we will take into account your contractual obligations with others providing your support.

The Council may amend the client contribution amount of the Direct Payment on 1 April each year in line with the Department of Works and Pension increase.

We will aim to give you at least 4 weeks' notice in writing before any reduction in the amount of the Direct Payment.

15. Suspending Payments

We may suspend or discontinue making payments to you if we become aware of unlawful activity or are notified that the Direct Payment is not needed for a period exceeding 14 days but before doing so we will discuss the matter with you and take into account any contractual agreements and continuing needs you may have.

16. Stopping Payments

We may stop payments if:

- the arrangements made do not appear to be meeting your assessed needs adequately
- any of the terms and conditions of the Direct Payment agreement are not being met by you;
- you are not spending the Direct Payment on the support for which it is intended;
- you are no longer willing or able to manage Direct Payments (alone or with the support that is available to you);
- You no longer meets our Eligibility Criteria for Community Care Services.

17. Repayment of Direct Payments

We will require you (or your Nominee, Parent or Broker) to repay to the Council the Direct Payment or any part of it, if the Council is satisfied:

- that the Direct Payment or any part of it has **not** been used to secure the provision of the Services or some part of the Services, or
- that you (or your Nominee, Parent or Broker) have not met the conditions set out in this agreement

18. Quality of Support

The Council has the right to require you to change the person or organisation who is providing the support or services if in the opinion of the Council they (as a Service Provider) are not able to provide an adequate service or is unfit to provide a service.

If the Council does not in any way require you to change the Service Provider, this does not in any way constitute a recommendation by the Council of the Service Provider's ability to provide the service.

In the event that the arrangement by you for the provision of services breaks down (whether in an emergency or not) the Council undertakes to ensure that the Service User receives the Services arranged directly by the Council.

19. Making a Complaint

You (or your Parent if aged under 18) has the right to complain under the Council's Social Services Department's complaints procedure about the operation of this agreement in writing to: Complaints@croydon.gov.uk

This document is available in other formats by contacting 0208 726 6000 Ext: 61925.

Updated 08/18