

# Swindon Borough Council

## Direct Payment Agreement

With the Direct Payment Recipient, Nominated or Authorised Person, Nominated Organisation  
Effective 7<sup>th</sup> August 2023

*This Agreement should be used if the Direct Payment Recipient is aged 18 or over with or without capacity to consent to the Direct Payment and/or if a Nominated or Authorised or Third-Party Organisation is appointed.  
This document should be read in conjunction with the Direct Payments Policy April 2023.*

### Section 1 - The Agreement

This Direct Payment Agreement includes the rules about using the Direct Payment. On the final page of this agreement, you will find an explanation of some of the words and phrases that have been used throughout. Should any of this agreement not be clear or understood, please seek further guidance and clarification before signing.

This Agreement should be read alongside a Care and Support Plan. This is the document that includes information about care and support needs, outcomes and how those outcomes will be achieved. The Care and Support Plan also explains how much of the Personal Budget will be paid as a Direct Payment, and the goods and services that can be paid for with the Direct Payment.

For the purposes of an Authorised Person, their appointment is subject to a Disclosure and Barring Service check if they are not a close relative as defined in the regulations or a spouse or civil partner, of a friend of the recipient who is already involved in the provision of care.

Where there is a record of conviction this will be considered in respect of the nature of the conviction and the responsibilities that the Authorised Person will assume.

You are advised to take independent legal advice before signing this Agreement. Details should be entered below where space has been provided.

**THIS AGREEMENT is made on (date) \_\_\_\_\_ between Swindon Borough Council of Civic Offices, Euclid Street, Swindon, SN1 2JH (referred to as “The Council” in this agreement)**

and

**(Name) \_\_\_\_\_**

**(Address) \_\_\_\_\_**

**(referred to as “You” or “The Recipient” or “The Authorised Person” or “Nominated Person” in this agreement), whichever is most applicable.**

### Section 2 – Responsibilities of an Authorised Person (if applicable)

2.1 You will follow good practice in making decisions on behalf of the recipient and act in their ‘best interests’ within the meaning of the Mental Capacity Act 2005. You should be aware of the Mental Capacity Act Code of Practice. Information about the Mental Capacity Act can be found on the “My Care My Support” website, or at [www.gov.uk](http://www.gov.uk).

2.2 Where possible, you will participate in any reviews of the Recipient's Care and Support Plan or other discussions about their care and support.

2.3 You will involve the recipient as far as reasonably practicable in decisions relating to, and the management of the Direct Payment.

2.4 When making decisions in the best interests of the recipient in relation to the Direct Payment, you should also consult other people close to the recipient, or health and social care professionals where appropriate.

2.5 You must inform the Council if you think that the recipient is able to make his or her own decisions again.

2.6 If you require support to help you manage the Direct Payment, you will contact the Council to discuss options.

2.7 As an Authorised Person you are appointed to act on behalf of the recipient and do not have any claim to, or ownership of the funds provided.

2.8 You must not use the Direct Payment to pay yourself a wage for providing care to the Recipient, or administrative support in respect of the Direct Payment, unless this has been agreed by the Council and written down in the Recipient's Care and Support Plan

2.9 As an Authorised Person you will agree to assume all the responsibilities of a Direct Payment including those of an employer or purchaser of services. Any contracts entered into in respect of the Direct Payment will be in your name.

2.10 If the recipient regains capacity to make decisions in respect of the Direct Payment, you will no longer be the Authorised Person.

### **Section 3 - Using the Direct Payment to buy goods and services**

3.1 The Direct Payment must only be used to pay for services, goods or minor works that are agreed with the Council and written down in the Care and Support Plan. If a copy of this Care and Support Plan has not been received, please contact the social worker. The Direct Payment may not be used to pay for goods or services which may bring the Council into disrepute.

3.2 The Direct payment cannot be used to pay for care in a care home except for short periods of no more than four consecutive weeks in any twelve-month period, where funding has been authorised within the Care and Support Plan. The four weeks do not need to be taken together as long as each occurrence is separated by more than four weeks.

3.3 When buying a service from an individual or organisation, you or the Authorised Person are responsible for negotiating the terms of the contract. This includes but is not limited to the rates the individual or organisation charges, the days and times that care will be provided, charges if the service is not provided (for example because of a holiday or a hospital stay), and the process/penalties for terminating the contract.

3.4 Records must be kept of any contracts and/or terms and conditions for any goods, services or works that are paid for with the Direct Payment. All documentation must be retained for 6 years.

3.5 In all but exceptional circumstances, goods and services will be paid for by bank transfer, standing order, direct debit, payment card or cheque. Records of any cash payments must be kept, including withdrawal slips, invoices and/or receipts as evidence, for a minimum of 6 years.

3.6 Contingency arrangements must be made in case care and support services are temporarily disrupted. The Council will help with this.

3.7 If the arrangements made through using the Direct Payment break down, you will inform the Council immediately so that we can ensure your needs continue to be met.

3.8 If the Council believes that an individual or organisation is not able to provide an appropriate service or is unfit to provide the service that is needed, an alternative will be required to be sourced.

3.9 If the Direct Payment is used to buy equipment or pay for minor works, the equipment must be bought, or the works commenced within 8 weeks of receiving the Direct Payment, where funding has been authorised within the Care and Support Plan. If this does not happen, the money may need to be repaid to the Council unless it is agreed otherwise in writing, or in the Care and Support Plan.

3.10 If the Direct Payment is used to buy goods or equipment, the recipient (not the Authorised Person where there is one) will own the item(s) and is responsible for paying any on-going maintenance and/or insurance costs, unless it has been agreed otherwise in the Care and Support Plan.

3.11 The recipient and Authorised Person where applicable, acknowledges that the Council is providing the Direct Payment only, and any goods or equipment bought with it is not the responsibility of the Council. The Council excludes liability for any damage or injury caused by any goods or equipment bought with the Direct Payment to the fullest extent permitted by law. For the avoidance of doubt nothing in this agreement is intended to exclude liability on behalf of the Council for death or personal injury caused by the Council's negligence or that of its Employees.

3.12 Any one-off payments of more than £500 must be approved in advance by the Council, unless it has already been agreed and written down in the Care and Support Plan.

3.13 Some of the Direct Payment can be used to pay an individual or a third-party support organisation to administer the Direct Payment on your behalf. This must be agreed with the Council and written down in the Care and Support Plan.

3.14 A Direct Payment for a Carer must only be used to buy goods and services that meet the Carer's needs and are recorded in the Carer's Support Plan.

3.15 In the event of damage to any goods or equipment bought with the Direct Payment, the Council does not warrant or guarantee to provide any further monies for repair or replacement of such goods or equipment. If the terms of any contract entered into in purchase of such goods or equipment detail provision for replacement of any faulty goods or equipment, the Council may assist you or the Authorised Person in liaising with any contractors, but this is not an obligation on the Council.

#### **Section 4 - Employing someone to provide care and support**

4.1 The Direct Payment must not be used to pay a close family member who lives with the recipient to provide care and support, unless there are exceptional circumstances, and it has been agreed with the Council and recorded in the Care and Support Plan.

4.2 If payment to a family member is agreed, the Council will ensure that there is an agreement in place, detailing what steps will be taken in the event of a dispute about management of the Direct Payment by the family member.

4.3 If a higher rate for a service is paid than has been used as a basis for calculating the Direct Payment, this additional amount must be paid from personal funds and not those of the Direct Payment. Any additional payments made from personal funds must be in addition to the amount that you have been assessed as having to contribute towards your care, and must be paid separately to contributions that are paid through the Direct Payment account.

4.4 When employing someone to provide care and support, you or the Authorised Person are agreeing to take on all the responsibilities of an employer. This includes, but is not limited to making relevant identity and criminal record checks before employing someone, providing them with a formal contract of employment, paying their wages on time and giving them a pay slip, paying sick, holiday, maternity and paternity pay, arranging for tax and national insurance to be deducted from their wages, enrolling them in a workplace pension scheme, maintaining timesheets to show the hours that they have worked, ensuring that you have the correct employers insurance and paying all costs associated with employing someone. This includes tax, national insurance, employer insurance and redundancy costs.

4.5 A Personal Assistant's wages must be paid directly from the Direct Payment account – for example by standing order or bank transfer.

4.6 A third-party organisation can be used to provide you or the Authorised Person with employment support services to meet your responsibilities as an employer. The Direct Payment can be used to pay for this support if it has been agreed and written down in the Care and Support Plan.

## **Section 5 - Safeguarding**

5.1 Personal Assistants must have a satisfactory enhanced Disclosure and Baring Service (DBS) certificate if the person receiving care and support is under 18 years old, the person receiving care and support lacks capacity to make decisions about their care and support and/or children and young people aged under 18 (other than the person receiving care) will be present when the Personal Assistant is providing care and support.

5.2 It is your responsibility or that of the Authorised Person if applicable, to ensure DBS checks are carried out on potential employees if these checks are necessary.

5.3 Personal Assistants must have relevant safeguarding training.

5.4 The personal assistant job description must clearly set out the extent of the relationship with, and the degree of responsibility for the person that they are supporting

## **Section 6 - Changes in circumstances**

6.1 By signing this agreement, you or the Authorised Person agrees to tell the Council if there is any change in circumstances that may affect care and support needs of the recipient, or if the care and support is not improving outcomes.

6.2 In the event of a planned or unexpected stay in hospital, the Council must be notified as soon as possible. The Direct Payment will continue to be paid so that any non- health needs or contractual obligations can be met (for example to pay a Personal Assistant or to keep a place open in a day service). If the hospital stay is likely to be longer than six weeks, the Council will help to ensure the right care and support is in place upon discharge.

## **Section 7 - Help you manage the Direct Payment**

7.1 A person or organisation can be appointed to receive and manage the Direct Payment on behalf of the recipient. This must be agreed by the Council and written down in the Care and Support Plan. The person or organisation nominated must agree to this arrangement.

7.2 If the Council believes that the Nominated or Authorised Person is not able to provide an appropriate service or is unfit to provide the service that is needed, an alternative arrangement will be required to be sourced.

7.3 Where an agreement has been entered into with a Nominated or Authorised Person or organisation, it will be the recipient's responsibility, if they are deemed to have capacity, to ensure that the Nominated or Authorised Person undertakes their responsibilities in accordance with this Direct Payment Agreement and any other service agreement if applicable with them. Where the recipient is lacking capacity, all responsibilities are transferred to the Authorised Person.

## **Section 8 - Monitoring Financial Arrangements**

8.1 A Finance Agreement will be provided outlining Care and Support Funding, and any contribution that the recipient is assessed as being able to pay towards the Care and Support. By signing this document, you confirm to accept the responsibility to pay this contribution either as the recipient or the Authorised Person.

8.2 Records of everything that is paid for with the Direct Payment should be kept, including receipts, payslips, bank statements and other evidence. This information must be provided to the Council monthly for the first 3 months for a new Direct Payment, followed by 6 monthly thereafter. All documentation must be retained for a period of no less than 6 years. The Council reserves the right to request this information at any given time.

8.3 The Council reserves the right to request information relating to the Direct Payment at any time in relation to any period whilst the Direct Payment is active for no more than the last 6 years.

8.4 Monitoring will be carried out by the Council within the first three months, and then at least twice a year. By signing this agreement, the signee is agreeing to respond to all queries from the Council about the Direct Payment within 28 calendar days. The signee will be responsible for forwarding the Council's queries to the Nominated or Authorised Person where appropriate and informing the Council of the Nominated or Authorised Person's responses.

## Section 9 - Banking Arrangements and Contributions

### **A nominated third-party organisation receiving the Direct Payment:**

9.1 Any arrangement for a third-party organisation to receive and manage the Direct Payment on behalf of the recipient or by the recipient themselves must be agreed by the Council and written down in the Care and Support Plan.

9.2 The Council will pay the total amount of the Direct Payment directly to the third-party organisation on the condition that an acceptable service agreement in place with the organisation.

9.3 As the signee, you agree to the third-party organisation sharing information about the Direct Payment account with the Council for the purpose of monitoring. This will include bank statements, transaction details, and other information that is relevant to the management of the Direct Payment.

9.4 As the signee, you agree to the third-party organisation refunding surplus monies within your account to the Council, or requesting additional funds when appropriate

### **A Direct Payment managed by the recipient, or with help from a family member or friend who is the Nominated Person.**

9.5 For a one-off Direct Payment (for example to pay for equipment or minor works), the details of a bank account that the Direct Payment will be paid into should be provided. The Council should be provided with relevant bank statements for monitoring purposes. See section 8 for further information.

9.6 For monthly Direct Payments, a new bank account should be opened that is only used for the Direct Payment (this is called the Direct Payment account). This account must only be used to:

- a) pay in the Direct Payment
- b) pay in a Direct Payment from the National Health Service
- c) pay in any assessed contributions towards your care (*adults only*)
- d) pay for the care and support that has been agreed in the Care and Support Plan.

9.7 It is agreed when signing this agreement that the Council will be provided with the bank's confirmation of the account details, including account holder's name, sort code and account number. See section 14 of this agreement. If the bank account changes, The Council must be informed immediately and provided with confirmation of the new account details.

9.8 By signing this agreement, it is agreed that the assessed contribution will be paid into the Direct Payment account, as specified in section 14 of this agreement, at the amount that has been confirmed by the Council. Payments of the contribution must continue until such time that the Direct Payment is stopped.

9.9 The Direct Payment bank account must only be accessible by the recipient, the Nominated or Authorised Person and anyone else who has been approved in writing by the Council.

9.10 The signee of this agreement will check the Direct Payment account regularly to make sure that payments have been received and that there are sufficient funds in the account to pay any expected bills, direct debits or standing orders. The signee being either the recipient, Nominated or Authorised Person are responsible for paying any bank charges on this account (unless agreed otherwise with the Nominated or Authorised Person).

9.11 It is recommended that up to an 8-week surplus is kept in the Direct Payment account as a contingency, unless it has been agreed otherwise in the Care and Support Plan.

9.12 You or your Nominated or Authorised Person must notify the Council if more than the above surplus has built up in the Direct Payment account. Where appropriate the Council may review your Care and Support Plan to make sure that it is continuing to meet care and support needs.

9.13 Any interest paid on the Direct Payment account must remain in the bank account and will contribute towards the agreed surplus.

## **Section 10 – Other**

10.1 By signing this agreement it is agreed that if some or all of the Direct Payment is requested to be repaid by the Council for any of the reasons that are in this Agreement, there will be a 14-day period to repay the money, unless the Council agrees otherwise.

10.2 If more than the equivalent of 8 weeks of the cost of the usual Direct Payment amount plus any one-off payments is accumulated, for example Respite, it may be requested that some, or all, of this is to be repaid. If funds are requested to be returned by the Council in this instance, they will be available to be repaid (if required) to meet future contingency costs such as but not limited to, redundancy.

10.3 If any charges or fines are incurred because the Direct Payment has not been managed properly, or for failure to comply with relevant legislation, you will be liable to pay these costs.

10.4 A review of the Direct Payment and/or the Care and Support Plan can be requested at any time.

10.5 If the Council decides to stop or reduce the Direct Payment, the decision can be appealed against. The Council will only reconsider a decision once, unless there are exceptional circumstances.

## **Section 11 – Swindon Borough Council's Agreement to You**

11.1 The Council will provide or signpost to information, advice and guidance that enables the effective management and spend of the Direct Payment, to meet responsibilities as an employer and deal with an unforeseen or emergency situation.

11.2 The Council will pay the agreed amount into the Direct Payment account as specified in section 14 of this agreement, on the 1<sup>st</sup> of every month, where applicable. Any one-off payments will be paid by bank transfer. The Council may make additional payments into the Direct Payment account where agreed. The Council will send a remittance advice in the post to confirm the payment.

11.3 If a Personal Assistant is employed to provide care and support, the Direct Payment will be sufficient to cover the following, however the Council will not take on any employment responsibilities.

- a) wage
- b) statutory holiday pay
- c) potential redundancy costs
- d) contingencies in case of emergencies or unexpected circumstances
- e) any other associated employment costs, such as national insurance, tax, liability insurance, pension (where applicable)

11.4 The Council will provide help to make sure that arrangements are in place if the Personal Assistant is not able to come to work, for example because of illness, holiday or parental leave.

11.5 The Council will review the Care and Support Plan to make sure that the person managing it is comfortable with using the Direct Payment, that care and support needs are being met and that outcomes are being improved. The frequency of reviews will be decided on a case-by-case basis dependent on the amount of the payment, the complexity of the services being purchased and any issues arising from the review. Reviews will generally happen monthly at the beginning of an arrangement, reducing to six monthly and then twelve monthly. See section 8 for further details.

11.6 If following a review, or a reassessment, there is a change to the Care and Support Plan, the Council may increase or decrease the amount of Direct Payment. Sufficient notice will be given to cancel or change any existing arrangements.

11.7 When a young person with capacity turns 18, the Council will ask for their consent to continue receiving a Direct Payments. If they consent, Direct Payments will continue to be made in line with their wishes. If the young person informs the Council in writing that they no longer wish to receive a Direct Payment, payments will be stopped as soon as is reasonably practical and their Care and Support Plan will be reviewed to identify alternative ways of meeting their needs and achieving their outcomes.

11.8 The Council will monitor the Direct Payment account and the way that the Direct Payment has been spent. Monitoring will be carried out at least once a year to make sure that the Direct Payment is being used appropriately. If the Direct Payment is not being used appropriately, or if there are insufficient records, the Direct Payment may be monitored more frequently until the issues are resolved. Notification will be provided in writing if the frequency of monitoring is increased.

11.9 If there are concerns about the management of the Direct Payment, the Council will provide or signpost to support services that could enable the Direct Payment payments to continue.

11.10 If the Council believes that there is a permanent or temporary inability to manage the Direct Payment, the Council may continue to make payments but will ensure that there is appropriate support.

11.11 Monitoring will be carried out in a way that is proportionate to the amount of care and support that is needed and will not place any unnecessary demand on individuals responsible.

11.12 If more than the agreed surplus has built up in the Direct Payment account, the Council will request an up to date statement to assess the account and following this may increase the amount of surplus that can be built up, agree a plan for spending the surplus to meet eligible needs, ask that excess funds are repaid, or reduce the weekly amount that is paid as a Direct Payment. Excess funds in the Direct Payment account can be recovered at any point. The Council will provide written notice if this is the intention.

11.13 If the Council makes an overpayment, the overpaid amount will be requested to be repaid. Alternatively, future Direct Payments may be reduced accordingly.

11.14 If the Council decides that all or part of the Direct Payment must be repaid, a letter will be provided explains the reasons for the decision, the amount to be repaid and the timescale for repayment to be made.



11.15 If monies owed are not repaid, the Council may take steps to recover the debt, in line with the Council's debt recovery policy.

11.16 If care and support arrangements break down, the Council will act promptly once it has been notified to ensure that needs continue to be met.

11.17 If the Council receives an appeal or a request to reconsider a decision to stop, reduce or repay the Direct Payment, The Council will reconsider the decision, considering the views of any relevant individual. Once the decision has been reconsidered, a letter explaining the final decision will be issued. The Council will only reconsider a decision once, unless there are exceptional circumstances.

11.18 If the Council receives a request to reconsider a decision, the Direct Payment may be stopped or reduced while the decision is reconsidered, providing given sufficient notice has been given.

11.19 If any charges are incurred through the fault of the Council, they will be reimbursed, upon receipt of evidence of those charges being submitted to the Council.

## **Section 12 – Ending the Agreement**

12.1 This agreement can be ended at any time, by giving four weeks' notice. This should be discussed with the Council beforehand, and then written confirmation should be provided that the Direct Payment is to be terminated and the reasons why to the Council. This should include the date that this is to take effect. The Council will require at least four weeks' notice in order to make any changes.

12.2 If a Nominated or Authorised Person no longer wishes to receive and/or manage the Direct Payment, the Council must be informed, and they will review the Care and Support Plan to explore alternative ways of continuing the Direct Payment where appropriate or put alternative arrangements in place.

12.3 If a Direct Payment is stopped, the signee of this agreement will need to ensure that any contractual responsibilities are fulfilled. The signee of this agreement will be responsible for paying any fees for terminating any contracts and may need to pay redundancy costs for a Personal Assistant.

12.4 The Council may stop or suspend the Direct Payment, or terminate this agreement without notice if:

- a) after a review or reassessment, we agree there is a reduced level of need or no further requirement for care and support
- b) the recipient is temporarily unable to receive services if for example going on holiday or are in hospital
- c) the Direct Payment is for short term support
- d) a long term or permanent residential placement is required
- e) the Council believes that the recipient or the Nominated or Authorised Person is no longer capable of managing the Direct Payment, either with or without support
- f) the Council believes that a Nominated or Authorised Person is not acting in the best interest of the person with care and support needs
- g) the Council believes that a Nominated or Authorised Person or Service Provider is not able or fit to provide the service that is needed, and a suitable alternative is not found.
- h) the Direct Payment has been used to pay for items or services that are not written down in the Care and Support Plan
- i) there is evidence of deliberate misuse of funds

- j) there is a failure to comply with the review or monitoring process
- k) there is a failure to tell us about other funding that should have been considered when calculating the Direct Payment
- l) any of the terms of this Agreement as stated throughout are broken

12.5 If the Council intends to stop or suspend the Direct Payment, reasonable steps will be taken to discuss this to explore all alternative options before making a final decision.

12.6 If the Council decides to stop the Direct Payment, the Care and Support Plan will be reviewed in order to agree alternative care and support, unless care and support is no longer required.

12.7 In most circumstances the Council will give at least four weeks' notice in writing before ending this Agreement and stopping the Direct Payment. There are exceptions to this, for example if a Nominated or Authorised Person is not acting in the recipient's best interests, or if there is reason to suspect deliberate misuse of funds or criminal activity.

12.8 If the Council suspects that criminal activity has taken place, the matter may be referred to the police for further investigation and payments recovered as necessary in line with the Council's debt recovery process.

**Section 13 – Signing the Agreement**

By signing this agreement, the signee agrees to receive Direct Payments and confirm that they/you will fully comply with the conditions in the Agreement.

By signing this agreement, the signee confirms they understand that repayments of the Direct Payments may have to made to the Council if any of the money is spent on services or items outside those permitted by the Care and Support Plan

By signing this agreement, the signee understands that they/you will retain legal responsibility for the actions taken by you or on your behalf by the Nominated or Authorised Person(s) named below.

By signing this section, it is also agreed to Swindon Borough Council making payments into the account below for the Direct Payment.

**Details Of Service User (You) - To be completed for all agreements. Capacity to sign and understand this agreement should be confirmed prior.**

Full Name of Service User (You)	
Signed By Service User (You)	
Date Signed	

**Should we contact anyone on your behalf who is not listed as a Nominated or Authorised Person?**

Full Name	
Address	
Email	
Contact Number	

**Signed on behalf of Swindon Borough Council.**

Officer Name (The Council)	
Officer Position (The Council)	
Signed (On Behalf Of The Council)	
Date Signed	

**Details of Nominated Person - To be complete where a Nominated Person is appointed.**

It has been agreed that the following persons/organisation will act as Nominated Person to receive and manage the direct payment.

Full Name of Nominated Person (Include Legal Name Of Organisation If Applicable)	
Position of Nominated Person (If Signed On Behalf Of Organisation If Applicable)	
Address (Nominated Person)	
Signature Of Nominated Person	
Date Signed (Nominated Person)	

**Details of Authorised Person - To be complete where a Authorised Person is appointed.**

It has been agreed that the following persons/organisation will act as an Authorised Person to receive and manage the direct payment.

Full Name of Authorised Person (Include Legal Name Of Organisation If Applicable)	
Position of Authorised Person (If Signed On Behalf Of Organisation If Applicable)	
Address (Authorised Person)	
Signature Of Authorised Person	
Date Signed (Authorised Person)	

**Details of Third-Party Organisation – To be complete where a Third-Party Organisation is appointed.**

It has been agreed that the following organisation receive and manage the direct payment on your behalf.

Name Of Organisation	<b>Enham Trust</b>
Address	<b>Enham Place, Enham Alamein, Andover, SP11 6JS</b>
Full Name of Service User (You)	
Signed By Service User (You)	
Date Signed	

Name Of Organisation	<b>Community Access Network (CAN)</b>
Address	<b>Groundwell Business Centre, Unit A2, Suite 4, Stephenson Road, Groundwell Industrial Estate, Swindon, SN25 5AX</b>
Full Name of Service User (You)	
Signed By Service User (You)	
Date Signed	
Signed On Behalf Of CAN	
Date Signed (CAN)	

#### **Section 14 – The Direct Payment Account**

If you are managing your own direct payment or if a Nominated or Authorised Person has been appointed, please provide details below of the account which payments should be made to.

Bank Name	
Bank Sort Code	
Bank Account Number	
Account Holder Name	
Registered Account Address	

If you have chosen to have a managed account by a Third-Party Organisation, the details of which payments will be made to have been completed below and you do not need to complete this section.

Bank Name	<b>NatWest Bank</b>
Bank Sort Code	<b>60-01-17</b>
Bank Account Number	<b>45611181</b>
Account Holder Name	<b>ENHAM CLIENT ACCOUNT</b>
Registered Account Address	<b>ENHAM TRUST, ENHAM PLACE, ENHAM ALAMEIN, ANDOVER, SP11 6JS</b>

Bank Name	<b>Handelsbanken Plc</b>
Bank Sort Code	<b>40-51-62</b>
Bank Account Number	<b>43159478</b>
Account Holder Name	<b>COMMUNITY ACCESS NETWORK</b>
Registered Account Address	<b>Groundwell Business Centre, Unit A2, Suite 4, Stephenson Road, Groundwell Industrial Estate, Swindon, SN25 5AX</b>

## Section 15 – Terms Used in This Agreement

<b>Assessment</b>	This is the assessment that the Council carries out to help understand an individual's needs and work out whether or not the individual is eligible for support. This could either be an Adult's Needs Assessment, Carer's Assessment, Children and Families Assessment, or an Education, Health and Care Plan Assessment.
<b>Care and support</b>	Goods and services that meet assessed eligible needs.
<b>Carer</b>	An adult who provides unpaid care for a family member or friend.
<b>Contribution</b>	The amount that the person with care and support needs will have to contribute towards their care and support. This is determined by a financial assessment. (This does not apply to children with disabilities, services to meet special educational needs that are identified in an Education, Health and Care Plan, or adults receiving services after being detained in hospital under the mental health act)
<b>Direct Payment</b>	A sum of money that the Council pays to individuals so that they can organise their own care and support to meet their Eligible Needs. A Direct Payment is one way of receiving your Personal Budget.
<b>Eligible Needs</b>	Care, support or special educational needs that that have been identified during the Assessment and that the Council has a legal duty or power to meet.
<b>Nominated Person</b>	A family member, friend, specialist organisation or other third party who has been nominated to assist the recipient with managing the Direct Payment. This cannot be a carer employed under the Direct Payment
<b>Authorised Person</b>	A family member, friend, specialist organisation or other third party that is authorised to manage the Direct Payment in place of the recipient who has been deemed to lack mental capacity to manage it themselves. This cannot be a carer employed under the Direct Payment
<b>Outcomes</b>	What the recipient and their family/carers hope to achieve with their care and support. These will be written down in the Care and Support Plan.
<b>Personal Assistant</b>	A personal assistant (sometimes called a PA or a support worker) is employed by a person who needs care and support to enable them to live as independently as possible.
<b>Personal Budget</b>	The amount of money that it will cost to meet eligible needs and improve the outcomes that are written down in the Care and Support Plan.
<b>Recipient</b>	The young person or adult whose needs will be met through a Direct

Payment, or the parent of a child with a special educational need or disability.

<b>Review</b>	The regular review of a Care and Support Plan where the Council talks to the person with care and support needs, and any other relevant individuals to make sure that the care and support that is in place is continuing to meet eligible
<b>Surplus</b>	Any money that is left over once everything has been paid out of the Direct Payment.
<b>The Council</b>	Swindon Borough Council and its employees. This includes the Council employee who provides you with support.
<b>The Care and Support Plan</b>	The document where an individual's needs and outcomes are written down. This plan also includes information about care and support, the personal budget and the direct payment. It could be either an Adult's Care and Support Plan, a Carer's Support Plan, an Education, Health and Care Plan, or a Child in Need Plan.
<b>Third Party Organisation</b>	A specialist organisation that you pay to provide you with support to manage your direct payment account, or meet your responsibilities as an employer