

CUMBRIA COUNTY COUNCIL ADULT SOCIALCARE

Direct Payments Scheme: Statement of Conditions Third Parties or Suitable Person

Name of customer receiving Direct Payment:

Name: _____

Address: _____

Name of Third Party or Suitable person: _____

Address: _____

This agreement is between the specified Third Party or Suitable Person and Cumbria County Council, for the receiving and managing of Direct Payments under the Council's Direct Payments Scheme.

The Council agrees to do the following:

1. To pay you, the Third Party or Suitable Person a sum of money to purchase care on behalf of the above named person under the Direct Payments Scheme.
2. To pay the Third Party or Suitable Person an amount that will enable you to buy the level of care required to meet the person's assessed needs as specified in their care plan.
3. To pay the Third Party or Suitable Person regularly in advance or as a one off payment dependent as specified in the Personal Budget and Support Plan (The amount paid may change if the amount required to purchase services to meet the person's needs changes).
4. To give the Third Party or Suitable Person regular 4 weekly payments and inform you of any charge for their services arising from the Council's Charging Policy.
5. To review the payments periodically to make any adjustments to them; these may take into account any unused balance. You will be informed of any new payment amounts following each review.
6. To review the need for care at a period, within one year, to be agreed with you.
7. To provide you with support in using the Direct Payment Scheme and to put you in touch with other sources of support to help you to succeed on the Scheme (e.g. financial, employment etc).

By completing this agreement YOU – the Third Party or Suitable Person agree to the following:

8. To receive direct payments into a prepaid card account and to use them only for the purchase of care to meet the assessed needs of the above named person. To be responsible for managing their care to meet their assessed needs satisfactorily. To follow the requirements of the Council in administering the payments and be fully accountable for their use to the Council.
9. To keep records for the use of Direct Payments where details of transactions are not available to the Council via the Cardholder Control Portal and submit these to the Council as requested.
10. Inform the Council if the customer receives payments from a third party (eg, Independent Living Fund).
11. If the person is assessed to pay a contribution towards the cost of their care the Direct Payments will be paid net of this, and the assessed contribution will need to be paid into the Direct Payment Account on a 4 weekly basis. The person's contribution is added to the direct payments in order to buy care and must not change unless agreed by the Council.

If employing staff you agree to do the following:

- 12.1 To use a written contract of employment between you and your staff. To have a contract, signed within eight weeks of the start date of your staff that includes the following:
 - A disciplinary procedure.
 - Method and frequency of payment of wages
 - How you will pay for holiday pay, any retainer pay and bank holidays.
 - Agreement that you will offer and the employee will undertake any mandatory moving and handling training as assessed as soon as available.
 - Agreement by the employee that payroll records can be stored and shared for the purposes of monitoring by the council and for calculating tax, national insurance contributions as required by legislation.
- 12.2 To make all due payments such as tax and National Insurance to the Inland Revenue.
- 12.3 To take out an Employers and Public Liability insurance policy. To meet the requirements of health and safety legislation, employment legislation and other relevant legislation.
- 12.4 Not to use Direct Payments to pay anyone living as your spouse or any close relatives providing you with these care services, unless agreed so by Cumbria County Council.

- 12.5 The Council strongly recommends that you should ask for appropriate checks to be made via the Disclosure and Barring Services (www.gov.uk) on all your prospective employees.
- 12.6 To disclose to your employees or agency staff, including potential employees or agency staff, such information and data (including sensitive personal data) as necessary for the proper and safe provision of care.

Ending this Agreement

13. Either you or the Council may decide to bring this agreement to an end at any time, on four weeks notice.

Repayment of funds to the Council

14. Where funds on the Pre Payment Card have either not been used, or have been used for a purpose that was not agreed, or where there is evidence of fraud or other misuse of the Pre Payment Card then:
- 14.1 Payments of Direct Payments will cease immediately
- 14.2 Payments already made or part of them will, at the Council's discretion, be repayable to the Council
- 14.3 The Council also reserves the right to recover from you any damages, costs or expenses it has incurred as a result.
15. It is expected that you will need to hold surplus money at the end of each period to meet cash flow variations or to meet any agreed variations to your care needs (e.g. holiday periods). Where larger amounts of surplus money are identified, i.e. more than 8 weeks contribution then this will be instantly retrieved by Cumbria County Council and a review of your support needs and management of direct payments will be undertaken.

Issuing Additional Prepaid Cards

- 16 If you require additional cards to be issued to another person to manage the direct payment you are required to inform your practitioner or Community Finance Officer who will arrange this for you. You are not permitted to apply for an additional card using the Prepaid Financial Services Online Website

Your Personal Information

- 17.1 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 Limited will be the data controller of personal data given to or received by them in connection with your Account. They may use third parties to process your personal data on their behalf.
 - They will process and retain personal data in order 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.
- Personal data may also be transferred confidentially to other organisations within Prepaid Financial Services Limited's group of companies and to third parties so that they can run your Account.
- Your personal data in relation to transactions made with your Card will be made available to the Council and our duly authorised agents at our request.
- They will reserve the right to process data in countries outside the European Union, including the United States of America, however they will ensure adequate protection for personal data transferred to countries outside the European Union and in the case of the United States of America they will only use processors who adhere to the 'Safe Harbor' Privacy Principles issued by the US Department of Commerce.

17.2 The Prepayment Card must not be used to make on line purchases in foreign currencies without prior permission of the Council.

I have read this agreement and I understand the terms and conditions attached to being a customer of the Scheme and agree to abide by them.

SIGNED: _____
 (Third party or suitable Person)

PRINT NAME: _____

Date _____:

SIGNED: _____
 (On behalf of Cumbria County Council)

PRINT NAME: _____

Date: _____

Client Name -

The above named service user is being supported to manage their Direct Payments by way of a Third Party or Suitable Person.

The section below must be completed by the Care Manager:

Third Party

In the case of no capacity, please confirm that a capacity assessment has been carried out and that a best interests decision was made in respect of receiving Direct Payment via a Third Party.

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Suitable Person

In cases where a customer is receiving their Direct Payment via Suitable Person or Third Party by choice or due to limited capacity please give details of how the customer has expressed their consent to receive their services via a Direct Payment:

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Signed: _____
(Care Manager, Cumbria County Council)

Print Name: _____

Date: _____

Signed: _____
(Third Party or Suitable Person)

Print Name: _____

Date: _____