

Direct Payment Agreement

This Agreement is made between
Suffolk County Council
(The County Council)
And
The Direct Payment Recipient

1. The **DIRECT PAYMENT RECIPIENT** agrees to use the direct payment to meet the outcomes identified in the assessed person's care and support plan. The money paid as the direct payment remains the property of the **COUNTY COUNCIL** until it has been used in this way.
2. Decision-making regarding the use of the direct payment remains the responsibility of the **DIRECT PAYMENT RECIPIENT** and cannot be devolved.
3. The **DIRECT PAYMENT RECIPIENT** agrees to repay the direct payment or any part of it if the **COUNTY COUNCIL** is satisfied that it has not been used appropriately in accordance with this agreement and current direct payment legislation.
4. It is the responsibility of the **DIRECT PAYMENT RECIPIENT** to make arrangements to secure appropriate services, such as the procurement of services or the employment of staff, and to comply with all legal requirements that may arise in making such arrangements. The **COUNTY COUNCIL** accept no responsibility for any matters that arise as a consequence of these arrangements.
5. In the event that care arrangements break down, whether in an emergency or not, the **COUNTY COUNCIL** will offer to support the **DIRECT PAYMENT RECIPIENT**, this support might include a referral to an appropriate support and advice service and/or the temporary provision of a commissioned care service.
6. Where a direct payment is being used to employ staff, the **DIRECT PAYMENT RECIPIENT** agrees to take out Employers and Public Liability Insurance and supply policy documentation if requested to do so by the **COUNTY COUNCIL**.
7. If, in the opinion of the **COUNTY COUNCIL**, the service provider or potential employee selected by the **DIRECT PAYMENT RECIPIENT** is either not able to or is unfit to provide a safe and adequate service the **COUNTY COUNCIL** has the right to require that the **DIRECT PAYMENT RECIPIENT** finds an alternative person or organisation to provide the service(s).
8. If the requirement in paragraph 7 is not met, the **COUNTY COUNCIL** has the right to suspend the direct payment until they are satisfied that suitable arrangements have been made.
9. The **DIRECT PAYMENT RECIPIENT** agrees not to use the direct payment to purchase a service from the spouse/partner of the assessed person, or from a close relative (or their spouse or partner) who are living in their household unless the **COUNTY COUNCIL** agrees that this is necessary.
10. Where the **DIRECT PAYMENT RECIPIENT** is a person or Trust acting on behalf of the assessed person, they agree not to purchase a service from that person or any of the Trustees without the permission of the **COUNTY COUNCIL**.
11. The **DIRECT PAYMENT RECIPIENT** understands that they cannot use their direct payment to purchase any service that is provided by the **COUNTY COUNCIL**.

12. Where the **DIRECT PAYMENT RECIPIENT** employs staff or uses self-employed staff the **COUNTY COUNCIL** strongly recommends that appropriate checks be made through the Disclosure and Barring Service (DBS).
13. Where the direct payment is an on-going payment the **DIRECT PAYMENT RECIPIENT** or their **NOMINATED PERSON** must operate the direct payment from a separate bank account that is to be used only for transactions in respect of the direct payment, any assessed charge contribution and personal contributions. Money paid into this account under the terms of this agreement will be held solely in this account and not transferred to any other account without the agreement of the **COUNTY COUNCIL**.
14. Where the **DIRECT PAYMENT RECIPIENT**'s direct payment allocation is decreased, the **COUNTY COUNCIL** will give at least four weeks' notice of the change in writing, giving reasons for the change.
15. The **DIRECT PAYMENT RECIPIENT** must provide a summary of income received and expenditure incurred in relation to the direct payment at intervals requested by the **COUNTY COUNCIL**. This information will be supplied in the format requested by the **COUNTY COUNCIL**.
16. The **COUNTY COUNCIL** agrees to make a direct payment to the **DIRECT PAYMENT RECIPIENT** for the assessed amount. Payments for ongoing direct payments will be made in advance at 4 week intervals. This amount is paid net of any assessed charge contribution.
17. Where requested, the **DIRECT PAYMENT RECIPIENT** agrees to complete a financial declaration form and will pay any assessed charge contribution into their direct payment bank account, or will use the amount to meet the outcomes agreed in their care and support plan.
18. Where the **DIRECT PAYMENT RECIPIENT** is unable to receive the service normally purchased with their direct payment, (for example if they are admitted to hospital), the **COUNTY COUNCIL** has the right to suspend the direct payment. However, the **COUNTY COUNCIL** will carefully consider what contractual responsibilities the **DIRECT PAYMENT RECIPIENT** has when determining whether to suspend the payment.
19. The **DIRECT PAYMENT RECIPIENT** agrees that monies paid by the **COUNTY COUNCIL** under the terms of this agreement and held in the account, remain the property of the **COUNTY COUNCIL**. In the event of the death of the **DIRECT PAYMENT RECIPIENT** or the ending of the direct payment, the **COUNTY COUNCIL** have the right to request the return of any unused monies. The **COUNTY COUNCIL** will carefully consider what contractual responsibilities exist when determining the balance to be repaid.
20. The **COUNTY COUNCIL** and the **DIRECT PAYMENT RECIPIENT** have the right to terminate this agreement by giving the other party four weeks' notice in writing.
21. The **DIRECT PAYMENT RECIPIENT** agrees that **SUFFOLK COUNTY COUNCIL** may use the information provided for the prevention and detection of fraud. **SUFFOLK COUNTY COUNCIL** may also share this information with other bodies responsible for auditing or administering public funds for these purposes.