

## Annex B Direct payment agreement - copy



### **Direct Payments Agreement (Children and Young People) Annexe E to Personal Budgets & Direct Payments: Policy, Practice & Guidance 2015**

This is an agreement to meet the outcomes identified and agreed to in \_\_\_\_\_'s \_\_\_\_\_ plan (the Plan).

Direct Payments made by Leeds City Council in respect of Education and Care are made in accordance with Community Care, Services for Carers and Children's Services (Direct Payments) Regulations 2009 and the Special Educational Needs (Personal Budgets and Direct Payments) Regulations 2014

#### **Parties**

1. This Agreement relates to the Direct Payment of some or all of a Personal Budget for \_\_\_\_\_ [insert name of child or young person] (the Child/Young Person).
2. It is between:  
\_\_\_\_\_ [insert name and address] as the Recipient of the Direct Payment provided for the Child/Young Person (referred to as You or Your) and Leeds City Council [and/or Leeds Clinical Commissioning Group]  
\_\_\_\_\_ [insert office address] referred to as Us, We or Our .
3. Your Allocated Officer is \_\_\_\_\_. We will provide an alternative contact if he/she is not available.
4. The Direct Payment will be managed by You, the Child/Young Person/'s parent's/guardian's/ nominated person [delete as appropriate]
5. You confirm you are not a person who is excluded from receiving a Direct Payment as set out in Annex 1 attached.

## Introduction

1. We have carried out an assessment of \_\_\_\_\_'s needs and concluded that he/she is eligible for support services . We have agreed that the services identified in the Plan attached should be provided for \_\_\_\_\_.
2. You confirm that you are willing and able to secure the support services set out in the Plan and have chosen the option of a Direct Payment in order to purchase the service in lieu of the services offered by Leeds City Council.
3. We are satisfied that the Services can be met by the provision of a Direct Payment and that it will safeguard and promote \_\_\_\_\_'s welfare so We agree to pay the Direct Payment to you.

## Direct Payments and Personal Budget Policy

The terms of the Leeds City Council Direct Payments and Personal Budget Policy document (from time to time amended) also applies to the making of and use of the Direct Payments. You can find a copy of the most recent version of the Policy here: [www.leedslocaloffer.org.uk](http://www.leedslocaloffer.org.uk)

## Payment

1. Payments will be made to an account with the following details \_\_\_\_\_ (the Account) which is used solely for this Personal Budget (and any other Personal Budgets relating to the Child/Young Person's Education, Care or Health). Direct Payments can be made by BACS transfer into the Account. The Account is managed by You alone, unless any other users have been expressly approved by Us.
2. The total amount of the Child/Young Person's Personal Budget is set out in their Plan. If they have an EHC Plan, this will be in section J of the Plan. Direct Payments will be made into the Account in accordance with the Funding Schedule attached to this Agreement or from time to time agreed by Us .

## Conditions

Direct Payments are made on the following conditions:

1. Direct Payments are made to meet the outcomes set out in the Child/Young Person's Plan dated \_\_\_\_\_ and may only be used towards the outcomes in the Plan. If they have an EHC Plan, these will be listed in Section E of the Plan.

You agree to secure the following goods and services using the Direct Payments. This is known as the Agreed Provision: \_

- (a)
- (b)
- (c)
- (d)
- (e)

2. The following special conditions apply to how the Direct Payments should be used;

Condition 1:

Condition 2:

- 3. You are responsible for securing the Agreed Provision in an appropriate way and you must always act in the best interest of the Child/Young Person when securing the Appropriate Provision.
- 4. You are also responsible for any contractual agreements entered into using this Direct Payment for the benefit of the Child/Young Person.
- 5. If there are any changes in circumstances which might affect the need for the Agreed Provision, You must contact the Allocated Officer as soon as possible.
- 6. The Amount of the Direct Payment is sufficient to meet the cost of the Agreed Provision in the Plan and You should budget to ensure there is no shortfall over the year. Where appropriate You should liaise with Service Providers to anticipate any planned increase in costs. You should seek support and guidance from ASIST where necessary. They will be able to help you ensure you have the necessary support to spend your Direct Payments properly.
- 7. We will pay you more in the first payment so that you have contingency funds to use against emergencies. You should hold this in reserve as your last payment will be reduced by the same amount.
- 8. All payments to secure the Agreed Provision should be made through the Account and cash should only be used when absolutely unavoidable.
- 9. If there are difficulties in delivering the Agreed Provision, you must contact the Allocated Officer immediately.
- 10. We will reduce the amount of the Direct Payment where payments remain unused and We consider it is reasonable to offset any outstanding payments against the remaining amount to be paid. We will give you at least four weeks' notice of any reduction.

## **Monitoring and Review**

- 1 We will monitor the review and making of the Direct Payment and the way it is used to secure the Approved Provision in line with Section 7 of Leeds City Council's Direct Payment Policy.
- 2 The possible outcomes of the review are set out in the Direct Payments Policy at Sections 4.

## **Stopping or Reducing the Amount of the Direct Payment**

- 1 We will reduce the Amount of the Direct Payment, or stop the Direct Payment in line with Section 7 and 4 of the Direct Payment Policy.
- 2 If You want to stop receiving the Direct Payment, you should let Us know in writing and We will stop making the Direct Payment.

## **Repayment or Recovery of the Direct Payment**

1. We will recover or require the repayment of Direct Payments in line with Section 4 of the Direct Payments Policy.
2. We may only seek repayment of any portion of the Direct Payments which have not already been spent on the Agreed Provision.
- 3 If it becomes apparent that funds will remain at year end (perhaps because some of the Agreed Provision could not be delivered or because of cost savings) 10% of the surplus may be "rolled over" into the next year's budget (90% returned to the LA).

## **Record Keeping**

You are required to keep accounts of expenditure and receipts for all payments connected to securing the Agreed Provision. We can provide a recording template on request.

## **Early Help and Short Breaks**

If funds have been agreed through a Child and Family Assessment or Early Help Assessment, the Lead Professional or Social Worker will review the package of support at 6 month intervals.

## **Disclosure and Barring Service**

Where the Direct Payment is used to secure the Agreed Provision through the use of a third-party provider, employees and self-employed contractors each should undergo checks by the Disclosure and Barring Service (DBS). We will arrange these in conjunction with You.

### **Special Educational Needs (SEN) Code of Practice**

In respect of payments for educational provision, all parties should keep in mind the SEN Code Of Practice (section 9.104), which says that any person employed by the child's parents, but working on school premises, must conform to the policies and procedures of the institution.

### **Information Sharing**

We expect that service providers engaged in providing the Agreed Provision are aware of the need to share any assessments of the Child/Young Person and all tracking information which demonstrate the Child/Young Person's progress.

In signing this agreement, You confirm that you have read, understand and agree with terms on which Direct Payments are provided to You the Recipient to secure the Agreed Provision for the Child/Young Person:

Signed:

Name:

Signature

Date:

The Recipient

Signed:

Name:

Signature

Date:

On behalf of Leeds City Council

Signed:

Name:

Signature

Date:

On behalf of the CCG

## Direct Payments Agreement – Annex 1

### **The following persons may not receive Direct Payments:**

- (a) a person who is subject to a drug rehabilitation or treatment requirement or a drug treatment and/or testing order
- (b) a person who is subject to an alcohol treatment requirement
- (c) a person who is released on licence and subject to a licence condition requiring the person to undertake offending behaviour work or to address drug or alcohol related behaviour

If you have any questions about whether these categories apply to you, please ask the allocated officer.

### **Exclusions**

The option for some or all of a personal budget to be given to families as a Direct Payment is not appropriate for all aspects of Education, Health or Care. The Regulations prohibit expenditure of Direct Payments on the following :

- Items or services that are unrelated to the identified needs or agreed outcomes in the plan.
- Services directly provided by the Local Authority (although a mixed package can be arranged, ie some services arranged and some Direct Payment)
- School placements or post-16 institutions (i.e. fees and cost of a place)
- Primary medical services provided by GPs
- Vaccination or immunisation programmes
- Screening
- National child measurement programme
- NHS Health Checks
- Urgent or emergency treatment services such as unplanned in-patient admissions to hospital or accident and emergency
- Surgical procedures
- NHS charges such as prescription or dental charges
- Placements for children who are looked after
- Long-term residential care, although they can be used for short term (respite) stays in residential care.
- Alcohol or tobacco
- Gambling - including lottery, bingo and raffle tickets
- Repayment of debt except debts relating to services specified in the EHC plan or other plan.
- Anything illegal or unlawful
- Employing close relatives who live in the same household to provide care services (except in exceptional circumstances)
- Housing services, such as rent payments
- Household bills, such as food and utility bills
- Non-statutory liabilities, such as tips, bonuses or ex gratia payments

## Repayment of a Direct Payment

In some circumstances, the funders (LCC or CCGS) may ask for all, or part of, the Direct Payment to be repaid (the decision to seek repayment, and the amount of money to be reclaimed will be at the discretion of LCC and or CCGs).

Direct Payments may be reclaimed if:

- they have been used to purchase a service that does not meet the agreed outcomes as identified in the EHC Plan or other plan;
- theft, fraud or other offences have occurred;
- the person receiving care has died, leaving part of the Direct Payment unspent
- the EHC Plan has changed substantially resulting in surplus funds;
- the individual's circumstances have changed substantially, such as admission to hospital resulting in the individual not using the Direct Payment to purchase their care; or
- a significant proportion of the Direct Payment has not been used to purchase services to meet the agreed outcomes as specified in the EHC Plan resulting in money being accumulated.

## Role of personal budget brokerage and support

If a personal budget is agreed, the young person or in the case of a child or a young persons who lacks capacity, the representative will be offered support and assistance to draw up a plan to describe how they will use the indicative budget to meet the agreed outcomes, which aligns with the EHC plan. This support and assistance may be obtained from an independent specialist service or broker.

LCC currently commissions the Actively Seeking Independence Support Team (ASIST) to provide advice and practical assistance, including brokerage support.

ASIST  
Actively Seeking Independence Support Team  
Armley Grange Drive  
Leeds  
LS12 3QH  
W: [www.leedscil.org.uk](http://www.leedscil.org.uk), E: [asist@leedscil.org.uk](mailto:asist@leedscil.org.uk), T: 0113 2311125

Notes:

Who can be a Recipient?

Providing they meet the criteria below, Recipients can be:

- The Child/Young Person,
- The Child/Young Person's parents
- Or a person nominated in writing by the Child/Young Person's or his/her parents or guardian

The Recipient must be:

- over school age,
- have capacity to manage the DP and make arrangements for the services,
- able to manage the budget without assistance, or any assistance they need is available to them
- not an Excluded Person (annex 1)

Where the Recipient is nominated by the Child/Young Person (if over 16) or the Child/Young Person's parents, the Child/Young Person or their parents must provide written consent to the Local Authority to DP's being used to secure the agreed provision.