

# **Adult Social Care Direct Payment Policy & Guidance**

**APRIL 2018**

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## **Introduction**

Redbridge Council is committed to the health and wellbeing of its residents through the provision of flexible interventions that allow people to exercise choice in the way their care and support needs are arranged. Direct Payments are available to adults and carers with eligible needs and is a fundamental approach in supporting people to maintain independence and control of their lives.

Direct Payments are cash payments made to adults who prefer this method to meet some or all of their eligible care and support needs. It enables the person to take ownership of their own care planning by choosing how and when they receive support instead of Redbridge Council arranging services on their behalf. The legislative context for Direct Payments is set out in the [Care Act](#), [Section 117\(2C\) of the Mental Health Act 1983](#) and [the Care and Support \(Direct Payments\) Regulations 2014](#). The Care Act provides a power to enable Direct Payments to be made to the adult in need of care and support, or a nominated/authorised person acting on their behalf if the adult with care and support needs so requests.

## **Section 1: Direct Payment Agreement**

### **1. Agreement to receive a Direct Payment**

- 1.1 To receive a Direct Payment, the person must have eligible care and support needs as defined by the Care Act 2014. The Direct Payment Agreement (Appendix 1) documentation must be completed and co-signed with Redbridge Council. This agreement sets out the conditions under which Direct Payments are able to be made and includes important information regarding the responsibilities of Redbridge Council, the individual, and/or their nominated/authorised person. The agreement reflects this policy and requires individuals to utilise the Direct Payment to purchase and contract for support as detailed in their Care and Support Plan. The arrangements must be made within the parameters required by Redbridge Council to ensure they are legal; safe; and that public money is properly accounted for.
- 1.2 In circumstances where the terms and conditions of the agreement are not met, Redbridge Council will take reasonable and proportionate steps to address the issues arising and support the individual whenever possible to maintain the Direct Payment. In the event that the issues remain unresolved, Redbridge Council will conduct a review and consider whether the Direct Payment continues to be an appropriate arrangement to meet the individuals assessed needs. If appropriate, Redbridge Council will discontinue the Direct Payment and put in place alternative support to meet the person's needs.

## **Section 2: Receiving a Direct Payment**

### **2. Who can receive a Direct Payment?**

- 2.1 A request for a Direct Payment can be made at any time by an adult or carer who has been assessed as eligible for care and support from Redbridge Council.
- 2.2 To receive a Direct Payment the following conditions must be met:
  - The individual requests a Direct Payment

- Redbridge Council is not prohibited from making a Direct Payment as outlined in Section 3 of The Care and Support (Direct Payments) Regulations 2014
- The Direct Payment is not used for the purpose of securing long term care in a care home.
- Redbridge Council is satisfied that the eligible individual or nominated/authorised person is capable of managing a Direct Payment with or without support
- Redbridge Council agrees that a Direct Payment is appropriate to meet eligible needs

2.3 There are cases where a Direct Payment may not be appropriate to meet needs. For example:

- The person has capacity to manage their finances but requires support and is unable to **nominate** a suitable person to help them.
- The person lacks capacity to manage their finances and Redbridge Council is unable to **authorise** a suitable person to manage it on their behalf.
- When an individual is subject to a court order for a drug or alcohol treatment program or similar scheme.
- Redbridge Council will not approve an individual onto a Direct Payment if they wish to nominate a family member to administer the Direct Payment, who is being paid to deliver their support. In exceptional circumstances a Head of Service may approve an arrangement contrary to this provision; however this cannot be agreed if the paid carer lives at the same address as the recipient.

2.4 A Direct Payment must be an appropriate way to meet the needs and outcomes set out in the Care and Support Plan, or carer's support plan. The recipient of the Direct Payment or the authorised/nominated person for the recipient must be able to manage the Direct Payment with or without support.

2.5 Individuals may be in receipt of a Direct Payment from other statutory organisations. Redbridge Council will endeavour to work with the individual and partner organisations to combine payments, to assist managing income streams whilst allowing statutory bodies to meet their responsibilities.

### **3. Assessing mental capacity to receive payments**

3.1 Anyone who accepts a Direct Payment is responsible for managing it either independently or with help.

3.2 Recipients of Direct Payments who have capacity to manage their finances may nominate a third party to assist them. The third party is usually a family member or close friend and is known as the **nominated person**.

3.3 Redbridge Council may decide that a person with capacity is unable to manage a Direct Payment, having taken into consideration the individual's views and circumstances. If the person disagrees with the Council's decision, the service will provide access to an advocacy service to ensure their views have been fully taken into account.

- 3.4 Where there is any doubt about a person's ability to consent to a Direct Payment, Redbridge Council will assess whether or not the individual has capacity to consent before making a Direct Payment available. Individuals who would otherwise have no one to support them will be offered an advocate. In such cases, staff will carry out their duties as outlined in the Mental Capacity Act 2005 and its accompanying Code of Practice.
- 3.5 Inability to consent to a Direct Payment does not mean an individual with eligible needs cannot receive a Direct Payment. Where an individual has been assessed as lacking capacity to request the Direct Payment, an **authorised person** can request the Direct Payment on their behalf.
- 3.6 An authorised person is a suitable person who agrees to manage the Direct Payment for the person who lacks capacity on their behalf or has the power, such as a lasting power of attorney, for the person as outlined in the Mental Capacity Act 2005.
- 3.7 The authorised or nominated person should be involved in the care and support planning process and be party to all the information, advice and guidance that the recipient would usually receive. The authorised or nominated person will sign the Direct Payment Agreement to manage the payments on behalf of the individual. By doing so they take on the legal responsibility related to employing and managing paid staff employed through the Direct Payments scheme.
- 3.8 The authorised or nominated person will sign the Council's agreement to act as a suitable person on behalf of the individual and fulfil their duties and responsibilities.
- 3.9 Consideration will be given to cases where capacity is fluctuating or known to fluctuate. This should be covered in the recipient's Care and Support Plan which details the steps to take where this occurs.

#### **4. Calculating the Value of the Direct Payment**

- 4.1 The Direct Payment amount is the equivalent to the Council's estimation of the reasonable cost of providing the support required. The payment should be sufficient to secure support of a standard and value that the Council considers appropriate to meet the eligible needs and outcomes of the recipient.
- 4.2 The Council will provide support in accordance with the needs, interventions and outcomes agreed in the person's Care and Support Plan. It does however reserve the right to exercise discretion in how services are provided in the interests of safeguarding, ensuring proper use of public funding and making efficient and effective use of the Council's limited resources.
- 4.3 The Council is not obliged to fund specific costs associated with the recipient's preferred method of securing their needs and outcomes. A recipient can top up their Direct Payment budget if the cost of their chosen intervention exceeds the Council's estimation of reasonable costs to secure it.
- 4.4 The Council will give recipients as much notice as possible of the value of the Direct Payment and any financial contribution they are expected to pay towards the cost of their care and support.

#### **5. Client contributions**

- 5.1 Where a Direct Payment or Council service is provided to meet eligible needs the Local Authority is required to undertake a financial assessment which ascertains the assets, savings and income of the person and determines whether a financial contribution towards their care and support needs is required.
- 5.2 Individuals who are required to pay a client contribution must set up a standing order or direct debit when available, into their Direct Payment bank account. Payments must be made four weeks in advance to ensure that all the funds required for care and support are available and are being spent on the provision of care and support from one account.
- 5.3 Failure to pay a client contribution into the Direct Payment bank account may result in a suspension or reassessment of the person's eligibility for receipt of a Direct Payment.
- 5.4 On closure of a Direct Payment account, shortfall of funds arising from non-payment of client contributions may be payable by the person in receipt of Direct Payments.

## **6. Payment Methods**

- 6.1 There are a number of options in place for recipients to receive their Direct Payment:
  - The Councils prepaid Direct Payment online bank account which is currently accessed via a Managed Account Provider;
  - A dedicated personal Direct Payment bank account;
  - Via a Managed Account Provider.
- 6.2 Redbridge Council has put in place a prepaid Direct Payment online bank account that enables people to receive their Direct Payments on a 4 weekly basis in advance.
- 6.3 The online Direct Payment bank account provided by the Council is designed to reduce the burden and time spent by a recipient on managing the administration of their Direct Payment. The account can be viewed via a portal provided by Redbridge Council, thus reducing the need for a recipient or their nominated/authorised person to submit bank statements or proof of payments to the Council. The account enables queries on payments to be more effectively resolved and reduces the documentation requirements of the Council for monitoring purposes.
- 6.4 The recipient may set up their own dedicated Direct Payment bank account. Payments will be made on a four weekly basis in advance. Unlike the online banking service, Redbridge Council will require the recipient to provide copies of bank statements and receipts of all the financial transactions on a quarterly basis for the first year and then six monthly thereafter.
- 6.5 Redbridge Council will load the Direct Payment online bank account or dedicated Direct Payment account every four weeks in advance with the amount agreed in the Care and Support Plan. If the individual has to pay a contribution towards their care and support needs, the sum provided will be the amount less the person's contribution.

- 6.6 If there is any underspend or misappropriation (theft) of the Direct Payment funds by the individual or their nominated/authorised person, Redbridge Council will use its power to recover any money owed. This will also result in a review of the individuals care and support needs and whether it is appropriate for the Direct Payment to continue. If necessary this may also be referred to a Debt Recovery Agency for collection or legal action.

### **Managed Account Providers**

- 6.7 A Managed Account Provider is a way to get additional help and support to manage the administration of a Direct Payment. It ensures that no one is excluded from the opportunity to have a Direct Payment to manage a personal budget for their care and support needs.
- 6.8 Redbridge Council recommends four Managed Account Providers, giving those with a Direct Payment the choice as to which they use or a recipient may identify their own managing agent.
- 6.9 The Self Direct Support Service provides support to individuals who have been offered a Direct Payment. The team will explain the process in detail to ensure that the service is tailored to meet the person's needs.
- 6.10 The Managed Account Providers take responsibility for a range of tasks, including;
- Receiving all your direct payments and making sure they are correct
  - Paying Personal Assistant wages, agency fees and various other bills
  - Paying all amounts due to HM Revenue and Customs (HMRC)
  - Keeping a record of all the income received and payments made
  - Providing you with a statement showing all transactions
  - Dealing with the Councils audit and inspection checks
- 6.11 The payment will be made four weeks in advance, by Redbridge Council loading the sum onto the online bank account (PFS), which can be accessed by both the Local Authority and the Managed Account Provider

### **Prepaid cards**

- 6.12 At present Redbridge Council does not offer the prepaid card option but the intention is for this option to be considered in the future.

## **7. Contingency and reserves**

- 7.1 The Care and Support Plan may include a contingency element that can be used to cover fluctuating needs. The use of the contingency will be monitored by Redbridge Council to ensure that it is being spent in line with the interventions and outcomes agreed in the Care and Support Plan.
- 7.2 Individuals should hold sufficient funds in their Direct Payment account to cover all planned expenditure. Anything held in excess of this amount that has not been agreed as part of fluctuating needs requirements will be investigated and if necessary recovered by Redbridge Council. Payments that have not been used and are unaccounted for within an 8 week payment period will be recovered by the Direct Payment Finance Team.

## **8. Administration Support and costs**

- 8.1 If the recipient requires support in managing the Direct Payment, Redbridge Council will provide access to a Managed Account Provider. Recipients may choose a provider via the Council or identify an alternative provider of their choice. The costs of this service will be met from the individuals Direct Payment.
- 8.2 Recipients can choose to nominate a friend or family member to manage the Direct Payment on their behalf. Any administrative payments for high cost complex care packages must be agreed with the Council. The recipient must be able to demonstrate that the tasks warrant such a payment. The cost of this service will be met by the recipient's Direct Payment.
- 8.3 Redbridge Council will not generally agree for a family member to administer a Direct Payment from which another family member is being paid to deliver support. In exceptional circumstances a Head of Service may agree an arrangement. However, this cannot be agreed if the paid carer lives at the same address as the recipient.
- 8.4 The administration payment, if appropriate, will be agreed between the recipient, the family/friend, Redbridge Council and any other interested person such as an advocate.
- 8.5 These decisions will be recorded on the recipient's Care and Support Plan and will include the amount, frequency and activities to be covered.

## **9. Transition - when a child becomes an adult**

- 9.1 Young people from the age of 16 can consent to receiving a Direct Payment. Where a young person in respect of whom a Direct Payment is being made becomes an adult (on their 18th birthday), Redbridge Council will take reasonable steps to ascertain whether the young person, if eligible, still consents to receiving a Direct Payment

## **10. Transfers between Direct Payments and Council provided service**

- 10.1 If, for any reason, the person does not agree to a Direct Payment or if they are no longer in a position to arrange their own services, the Council will put in place arrangement to ensure they receive the care needed.
- 10.2 People who are already in receipt of Council provided services may wish to switch to a Direct Payment.
- 10.3 It is also possible to arrange a mixture of Council provided services and a Direct Payment, if it is appropriate to do so.

## **Section 3: How to spend Direct Payments**

### **11. Responsibility for spending Direct Payments**

- 11.1 Redbridge Council has a duty of care to individuals eligible for services. It also has a duty to protect public funds, ensuring they are being spent appropriately. In delivering this responsibility, Redbridge Council must be satisfied that the Direct

Payment is being used to meet eligible needs as set out in the person's Care and Support Plan or Support Plan if meeting the needs of a carer.

- 11.2 Individuals or the authorised managed account providers can only spend up to the amount that has been loaded into their bank account, on support which meets their eligible needs and outcomes as set out in the Care and Support Plan.
- 11.3 Funds cannot be transferred to any other personal bank account. All transactions to meet needs and outcomes must be made via the designated Direct Payment bank account.

## **12. What Direct Payments can be used for**

- 12.1 Direct Payments can be used for any support that is legal, meets eligible needs and helps the recipient to achieve the outcomes as identified in their Care and Support Plan.
- 12.2 Redbridge Council is unable to draw up an exhaustive list as to how individuals can spend their Direct Payment. Each case must be decided on its own merits and follow the key principles, as set out below:
- Be clearly linked to the interventions and outcomes agreed in the recipients Care and Support Plan or Support Plan if the recipient is a carer.
  - Be applied to a wide range of interventions and outcomes so that recipients are able to maintain their independence, health and wellbeing.
  - Be affordable and proportionate to the recipient's assessed eligible care and support needs as defined by the Care Act 2014.
- 12.3 Working within the above guiding principles, the following are examples of how a Direct Payment **can** be used:
- To employ a personal assistant or care agency
  - Accessing and engaging in work, training, or volunteering
  - Making use of necessary services and facilities in the local community, such as public transport and recreation facilities.
  - Attending Day Opportunities
  - Pay for one-off pieces of equipment that are not available through other support services
  - An innovative intervention that meets the recipient's outcomes and in so doing prevents, reduces and delays the onset of longer term care needs.
- 12.4 Where a Personal Assistant (PA) has been agreed in the Care and Support Plan, the Direct Payment will include funds to employ a PA, including recruitment costs (where required), employers national insurance contributions, income tax, employers' liability insurance, pension and other associated costs. Redbridge Council will provide information and support through the Self Direct Support Service on how to begin employing a PA and will provide regular monitoring to ensure payments are being made correctly. Becoming an employer carries with it certain responsibilities and obligations, in particular in relation to paying Tax, National Insurance, minimum wage requirements and ensuring that any person employed has the right to work in the UK.
- 12.5 Direct Payments can be made to recipients in order to purchase a short term stay in a care home, provided that:

- The stay does not exceed a period of 4 consecutive weeks in any 12 month period;
- The period between 2 stays in care homes is less than 4 weeks;
- If the period between the care home stays is less than 4 weeks then the 2 stays will be added together to make a cumulative total which should also not exceed 4 weeks.

12.6 In some circumstances, people living in care homes may receive a Direct Payment in relation to non- residential care services if for example: they are trying out independent living arrangements; or require community activities to promote outcomes to live independently. This can be empowering for young people in transition to independent living.

12.7 Direct Payments cannot be used to secure long term placements in care homes unless the person had previously participated in the government's trailblazing trial for Direct Payments in residential care homes, which has now ended.

12.8 Direct Payments may be subject to conditions as deemed necessary by the Council and may be discontinued or recovered if the Council has reason to believe they have been misspent or accumulated without good reason.

12.9 Any Direct Payment spent on purchasing care outside of the country will need to be approved by a Head of Service in Redbridge Council on a case by case basis and cannot be assumed.

12.10 What Direct Payments cannot be used for:

- Anything illegal
- Anything that will harm a person's health, safety or wellbeing
- Paying for anything related to regular day to day living expenditure e.g. food, drink etc.
- Purchase of alcohol, tobacco or gambling
- Paying for anything that other departments or statutory organisations provide, for example the NHS
- Paying any rent or household bills e.g. gas, electricity
- Permanent residential or nursing care
- Paying for services directly from Redbridge Council
- Paying for services from a spouse, family member or partner who lives in the same household as the individual, unless it is administrative support which Redbridge Council has determined as necessary
- Spend involving commitments out of the United Kingdom (UK). Any out of the UK spend will need to be assessed on a case by case basis and subject to authorisation by the Head of Service

12.11 If recipients wish to spend their Direct Payment on anything other than for outcomes outlined in their Care and Support Plan they must seek agreement from Redbridge Council as a review of their plan will be required. Failure to notify the Council of spends unrelated to the agreed outcomes will result in a review of whether a Direct Payment is an appropriate method of delivering care and support.

### **13. Paying for Council Services**

- 13.1 As a general rule, Direct Payments should not be used to pay for services provided by Redbridge Council. If an individual wishes to receive a service from Redbridge Council the Direct Payment will be reduced by the service cost before it reaches the Direct Payment bank account.
- 13.2 There may be circumstances when Redbridge Council will exercise discretion in providing a Council service via a Direct Payment, for example where an individual wants to make a purchase for infrequent or one off attendance to a Council Day Service. In these cases, Redbridge Council will take into account the person's needs and support requirements at the time. It may be less burdensome to accept the cost on the Direct Payment, rather than to provide the service and reduce the Direct Payment. If however the use of the Council service becomes regular it would not be appropriate to continue with the Direct Payment.
- 13.3 This does not exclude individuals from using their Direct Payment to purchase care and support from a different local authority. For example, a person may live close to a boundary with another local authority and may use their Direct Payment to access a particular service in that area to meet their outcomes.

#### **14. Employment duties**

- 14.1 Recipients of Direct Payments need to be aware that they or their authorised/nominated person is responsible for the day-to-day management of their Direct Payments including that of employing suitably qualified workers where necessary to provide the assistance identified within their Care and Support Plan.
- 14.2 Redbridge Council will signpost individuals to information in regards to their role as an employer. For those that require further help or assistance Redbridge Council will provide advice and guidance.
- 14.3 Becoming an employer carries certain responsibilities and obligations in particular in relation to paying tax, national insurance, minimum wage requirements, sick pay and annual leave. It will also be necessary to register as an employer with HMRC and ensure all checks are made of their potential employee including checks for Disclosure and Baring (DBS) and their right to work in the UK.
- 14.4 Recipients of a Direct Payment who employ staff must have the appropriate insurance in place. Employers Liability Insurance and Public Liability Insurance should be taken out with a reputable insurance company or underwriters with a minimum limit for any one claim of £10 million (individuals will be notified if this limit is increased or decreased by the Council.) The insurance policy and premium receipts must be produced on demand when requested by Redbridge Council.
- 14.5 The recipient or their authorised/nominated person must ensure that any person they employ through a Direct Payment will not be considered nor consider themselves an employee or agent of Redbridge Council and that Redbridge Council will not be responsible for any income tax, National Insurance or any other payments or responsibilities in relation to the employee of the individual. It must be clearly stated in their contract of employment or written statement of work that they are employed solely by the individual or the authorised/nominated person.
- 14.6 The recipient or their authorised/nominated person will be expected by Redbridge Council to ensure that the individual has made provisions for cover in emergency

situations or when their PA is not able to support them, such as annual leave or sickness.

- 14.7 In the event of a breakdown in the recipient's contingency arrangements for care, Redbridge Council will endeavor to put in place appropriate services to achieve their agreed outcomes for the period until the individual or their authorised/nominated person is able to resume their usual care arrangement. This will result in Redbridge Council seeking a repayment of Direct Payment monies paid to the individual. The amount will be recovered by Redbridge Council from their Direct Payment bank account with details provided to the individual or their authorised/nominated person in writing. Redbridge Council may recover any amount due, greater than the money in the Direct Payment bank account from future Direct Payments after conducting a re-assessment of the individuals needs in consultation with the individual.

## **15. Safeguarding**

- 15.1 Individuals in receipt of a Direct Payment are entitled to make their own decisions and to take risks in the same way that any others in the community are entitled to. Where appropriate, safeguards will be put in place to prevent any potential abuse and to support the individual in making decisions and managing any associated risk as a result of that decision.
- 15.2 It should be noted that Redbridge Council will support individuals in receipt of a Direct Payment to minimize risk of abuse from people who are individually employed by the recipient as it is noted that these employees are not monitored by the Council.
- 15.3 Recipients directly employing a Personal Assistant (PA) can be placed at greater risk of abuse depending on the level of rigor and pre-employment checks undertaken during the PA recruitment process. Redbridge Council strongly recommends that enhanced Disclosure and Baring Service (DBS) checks are undertaken on PA's working with vulnerable adults. This is particularly important when employing a PA who supports recipients who lack capacity, as in these situations the recipient may be unable to verbalize concerns about their care. The DBS check must be undertaken if the PA has unsupervised access to the person they are caring for. PA's who have unsupervised access to recipients must have and be able to disclose on request a current enhanced DBS check.
- 15.4 The recipient or their nominated/authorised person must ensure that an enhanced Disclosure and Baring Service (DBS) check is undertaken when employing a person who will have unsupervised access to children, young people or vulnerable adults during the course of their work. The check is undertaken to ensure that the person has no relevant criminal convictions that would preclude them from working with children or vulnerable people.
- 15.5 Safeguarding is everybody's business and therefore it is essential that staff working for Redbridge Council, partnership organisations, agencies, and members of the public remain alert and vigilant to the potential for abuse and are informed of the mechanism for reporting safeguarding concerns.
- 15.6 In the event that Redbridge Council considers the provider of support to be placing the recipient at risk, the Direct Payment maybe suspended and alternative provision provided, whilst a safeguarding investigation is undertaken.

## **16. Health and safety**

- 16.1 Redbridge Council advises the recipients of a Direct Payment to ensure they follow health and safety guidelines when employing someone to provide care, general information on health and safety issues is provided by the Self Directed Support Service. To support the safe delivery of care the Council will give recipients the results of any risk assessments carried out as part of their assessment for care.
- 16.2 Individuals eligible for support have a responsibility for their own health and safety, including assessment and management of risk to others involved in the provision of care. The Council advises the recipient/authorized or nominated person to visit the Health and Safety Executive website at [www.hse.gov.uk](http://www.hse.gov.uk) for further information.

## **Section 4: Review of Direct Payments**

### **17. Review of Direct Payments**

- 17.1 An initial light-touch review will take place within the first six weeks after a Direct Payment has first started to ensure the recipient is using their Direct Payment and to provide any necessary advice or support.
- 17.2 The review will help establish if the Direct Payment is being spent appropriately within the terms of the Direct Payment Agreement and to ensure it is meeting the eligible needs and outcomes as detailed in the Care and Support Plan. If the initial review raises concerns or requires actions that affect the detail recorded in the Care and Support Plan, then a full review of the plan will need to be carried out.
- 17.3 If following the initial review the Direct Payment is deemed to be meeting the person's outcomes and needs, Redbridge Council will review the Direct Payment arrangements in six months following the initial payment, and thereafter every 12 months, unless the Council is required to review following a request from the individual.
- 17.4 If at the initial review it becomes clear that the recipient is struggling to understand their responsibilities in managing the Direct Payment, for example maintaining a Direct Payment bank account or keeping appropriate records, Redbridge Council will assist with further information, advice and support to enable the Direct Payment to remain in place. If the recipient, authorized/or nominated person continues to experience difficulties in carrying out their responsibilities the Council will undertake a review to decide if a Direct Payment is the appropriate method to deliver care and support.
- 17.5 Where a Direct Payment is being managed by a nominated/authorised person, or where a family member or friend is being paid for administrative support, the review will seek to involve all relevant parties involved in the care arrangements. This will ensure that Redbridge Council receives views from everyone involved in the Direct Payment and seek to resolve any issues.
- 17.6 Redbridge Council has the right to increase, decrease, suspend or terminate the Direct Payment in line with a review or reassessment of the individuals assessed eligible care needs.

- 17.7 Where Redbridge Council has identified a change in circumstance that it deems affects the current level of Direct Payments, the Council will undertake a review of the Direct Payment and provide the individual or their authorised/nominated person with written notice within 28 days of the change. This notice period may be extended where a reduction may affect any pre-existing contractual arrangements, such as with a PA.
- 17.8 The individual or their authorised/nominated person will ensure that arrangements are in place to notify Redbridge Council immediately and seek a review if there are any changes in circumstances that may affect their entitlement to a Direct Payment. For example:
- admission to hospital;
  - stays away from their home address for periods beyond four weeks;
  - no longer requires the service;
  - a change of address or support arrangements.

It is the responsibility of the individual to check with Redbridge Council if they are unsure if a change in circumstance will affect their eligibility to receive a Direct Payment.

- 17.9 Redbridge Council may temporarily reduce or suspend payments if the individual is unable to receive services for a period of time, such when a long stay in hospital is required. Following discussions with the individual or their authorised/nominated Redbridge Council will give consideration to the individual's circumstances and consider the appropriate action. Direct Payments may continue to be paid for short stays in hospital for up to 4 weeks to facilitate staff or PA retention by the individual.

## **18. Monitoring and Audit of Direct Payments**

- 18.1 Redbridge Council must be satisfied that the Direct Payment is being used to meet the eligible needs and outcomes as agreed in the Care and Support Plan.
- 18.2 Redbridge Council has a responsibility to ensure that public money is spent and accounted for appropriately.
- 18.3 The monitoring will look at all aspects of the Direct Payment to identify risks and issues. For example, if the Direct Payment recipient is employing someone to provide the care, Redbridge Council will review and check to ensure the individual is fulfilling their responsibilities as the employer. In particular that they are submitting PAYE returns to HMRC, and that tax payments and National Insurance deductions are being made.
- 18.4 The individual or their nominated/authorised person shall keep all documents and records generated in connection with the provision of care and support provided by a Direct Payment Agreement with Redbridge Council for a period of six years following the end of the agreement. The documents or records held by the individual or their authorised/nominated person may be inspected by Redbridge Council at any point during this period.
- 18.5 Activity on Redbridge Council's Direct Payment online bank account will be

monitored via an online portal on a quarterly basis. Redbridge Council will not normally require or request documentation for a transaction that appears on the online account that clearly identifies the payment and is within the agreed Care and Support Plan.

18.6 If the recipient or their nominated/authorised person has set up their own dedicated Direct Payment bank account, a quarterly return is required with following documentation:

- A fully completed quarterly return form, with details of all purchases/transactions made during the quarter, showing cheque numbers to aid the Council reconciliation of payments in the account.
- Copies of all bank statements from the relevant quarter
- Invoices, pay slips and timesheets if someone is employed to deliver the care.
- Receipts for any purchases made using your direct payment funds
- One off purchases

18.7 Redbridge Council will request information and supporting documentation for any entry on the online bank account or an individual's dedicated Direct Payment bank account if the transaction is not easily recognisable, exceeds or is notably lower than the agreed care or service costs. The individual or the Managed Account Provider must provide this information within 14 days of the request. Failure to provide such documentation can result in a reassessment of the individual's eligibility for a Direct Payment.

18.8 Redbridge Council will provide information and advice to individuals who opt to take their care and support through a Direct Payment. It will be made clear to the individual that the Direct Payment account is auditable and the importance for good record keeping on expenditure.

18.9 The Direct Payment bank account may be subject to an audit, to ensure that the Direct Payment is being used for the purposes laid out in the Care and Support Plan with accurate receipts and records being kept. Any discrepancies will be investigated and resolved and any debt will be recovered by Redbridge Council.

18.10 Redbridge Council has the right to suspend or terminate the Direct Payment as a result of the findings of the audit of the Direct Payment account however such action will not be unreasonably applied.

## **19. Unspent Direct Payments**

19.1 Where money in a Direct Payment bank account is uncommitted or unaccounted for beyond an 8 week payment period, Redbridge Council will seek to recover the uncommitted amount from the account.

19.2 In most cases Redbridge Council will undertake a review of the Care and Support Plan with the recipient to ensure they are not disadvantaged. Following a review, the Direct Payment may be changed to ensure it still meets the needs of the recipient.

## **20. Recovery of Direct Payments**

20.1 Redbridge Council reserves the right, after discussion with the individual or their

authorised/nominated person to adjust future payments, recover any over-payments or under-spends. This may occur when the person has long hospital stays, a change in circumstances or the death of the individual. The Council will take into consideration all required expenses in relation to the Direct Payment such as statutory holidays, or payments due to the HMRC.

## **21. Wrongful use of a Direct Payment (misuse and fraud)**

- 21.1 In the event that fraud, abuse or misuse is reasonably suspected, Redbridge Council may refer the matter to the Internal Audit Team for investigation and offer support to the individual to reduce the risk of further loss occurring.
- 21.2 Redbridge Council will refer any potential criminal activity to the Police for further investigation and reserve the right to prosecute where fraud is suspected to have taken place.
- 21.3 Redbridge Council will not be responsible for any losses incurred by the individual and will not therefore reimburse the individual unless or until they have been cleared of any involvement in the loss.
- 21.4 In cases of misuse or fraud relating to the use of a Direct Payment, Redbridge Council will take action to recover all or part of the monies where appropriate.
- 21.5 Redbridge Council may seek repayment from the nominated or authorised person where they have been responsible for managing the Direct Payment on the individual's behalf.
- 21.6 In serious cases, the individual may no longer be eligible for a Direct Payment in the future.

## **22. Stay in Hospital**

- 22.1 There may be occasions when the individual requires a stay in hospital. If an individual is in hospital the Direct Payment will continue at 80% of the full amount for four weeks, and then cease until the individual returns home. The Council must be alerted to all admissions into hospital, as a review of the Direct Payment will take place. Payments may be reduced in the event that an individual is due to remain in hospital for a long period of time. Consideration to contractual agreements with PAs will be taken into account to ensure a continuity of care when discharged from hospital.
- 22.2 During the review, consideration will be given to how the Direct Payment may be used in hospital to meet non-health needs or to ensure employment arrangements are maintained.
- 22.3 In some cases, the nominated/authorised person managing the Direct Payment may require a hospital stay. In these cases Redbridge Council must be notified and an urgent review will be conducted to ensure that the person continues to receive care and support to meet their needs. This may be provided by a temporary replacement nominated/ authorised person, or by the council putting in place a short-term care and support arrangement.
- 22.4 Upon imminent discharge from hospital a review of the care and support needs of the individual will be undertaken by Redbridge Council to ensure that an appropriate Care and Support Plan is in place before the individual returns home.

The Direct Payments may be reinstated if these were temporarily ceased or adjusted.

### **23. Period away from home**

- 23.1 Recipients of Direct Payments intending to travel outside their ordinary area of residence for short periods must inform Redbridge Council of their plans prior to making those arrangements. The individual will need to state the period of time from which they will be away and to confirm their arrangements for support during this period. If the individual does not notify the Council until they return, they may be unable to claim the expense for the care received whilst away from their home address.
- 23.2 The recipient retains the responsibility to ensure that any employee particularly if this is outside the UK, complies with the country's employment rules and regulations.
- 23.3 The recipient or their authorised/nominated person must retain receipts for payment of wages to employees as well as all other documentation related to such employment; this includes copies of timesheets, receipts and invoices relating to purchases made from their Direct Payment bank account. These should be submitted to Redbridge Council along with their financial monitoring returns every quarter.

### **24. Disputes**

- 24.1 Any disputes in relation to the allocation of a Personal Budget or provision of a Direct Payment will be subject to Redbridge Council's statutory complaints procedure.
- 24.2 If the individual or nominated/authorised person has a complaint about services they have purchased independently, they should address this with the service provider or employee concerned and inform Redbridge Council. The Council will review the issues outlined in the complaint and take appropriate action, including safeguarding procedures if required.

## **Section 5: Ending a Direct Payment**

### **25. Suspension or termination of Direct Payments**

- 25.1 Direct Payments will only be suspended or terminated as a last resort. Where possible Redbridge Council will take all reasonable steps to address any situations without the need to suspend or terminate. If terminating a Direct Payment, Redbridge Council will ensure there is no gap in the provision of care and support to the person with eligible needs.

### **26. Suspending or terminating a Direct Payment - By the individual**

- 26.1 The individual can choose to terminate a Direct Payment at any time. This may be because they no longer wish to receive Direct Payments, they are no longer able to manage the Direct Payment or they no longer need the support for which the Direct Payment is made.

- 26.2 A Direct Payment may be terminated by the individual or their authorised/nominated person by providing four weeks' notice to enable Redbridge Council to provide alternative provision of support if required.
- 26.3 Redbridge Council will suspend or terminate Direct Payments if:
- It is apparent that the individual is no longer capable of managing the Direct Payment whether on their own or with support
  - The individual no longer needs the support for which the Direct Payment is made
  - The individual does not require assistance for a short period because their condition improves. Redbridge Council will discuss with the individual, carer, and any other person concerned on how best to manage this.
  - If one or more of the qualifying criteria or terms in the Direct Payment Agreement are breached by the individual
  - If the recipient is involved in any type of corruption
  - If Redbridge Council is no longer satisfied that the nominated/authorised person is acting in the best interests of the individual
  - For reasons of illegal or fraudulent use or misuse of a Direct Payment or if Redbridge Council are unable to obtain records and information to verify if care and support needs are being met in an appropriate way
  - The recipient is placed by the court under a condition or requirement relating to a drug and/or alcohol dependency
  - As part of an investigation or plan under the Safeguarding Adults Procedures.
- 26.4 In such cases Redbridge Council will put a managed service in place to ensure that the individual's eligible needs are met. Redbridge Council will also initiate a review to consider revision of the Care and Support Plan and Direct Payment.
- 26.5 Notice required will depend on individual circumstances Redbridge Council will endeavour to put in place a 4 week notice period unless an evaluation of risks or other relevant factors require a speedier resolution.
- 26.6 Once a Direct Payment has been suspended or terminated for the above reasons a new Direct Payment will not be considered until all outstanding issues from the original Direct Payment have been resolved, for example all outstanding balances are repaid and safeguarding issues resolved.
- 26.7 Redbridge Council retains the right to recover Direct Payments in full or in part if it is satisfied that the money had been diverted from the use for which it was originally intended.
- 26.8 If Direct Payments are discontinued, some people may find themselves with on-going contractual responsibilities or having to terminate contracts for services, including making employees redundant. Contractual obligations will require a notice period for termination such for a service paid for in advance or employment contracts. These arrangements will need to be taken into consideration when Direct Payments are discontinued by either the individual and or their authorised/nominated person.
- 26.9 A final financial return should be completed on closure of the Direct Payment Service and all unused funds to be returned to Redbridge Council.

26.10 Failure to comply with the auditing and monitoring of your Direct Payment may result in the Direct Payment being temporarily suspended until evidenced.

26.11 Carers Direct Payment will be terminated if the person being cared for is admitted to long term residential care.

26.12 If the recipient moves out of the Borough, 6 weeks funding will be made available during the transition period.

26.13 On closure of account, shortfall of funds arising from overuse of DP funds or non-payment of client contributions will be payable by the person in receipt of direct payments

## **27. Discontinuing Direct Payments in the case of persons with capacity to consent**

27.1 Where someone with capacity is in receipt of a Direct Payment but loses capacity to consent, Redbridge Council will discontinue Direct Payments to that individual and consider making payments to an authorised person instead. In the interim, Redbridge Council will make alternative arrangements to ensure continuity of support.

27.2 If Redbridge Council believes the loss of capacity to consent to be temporary, it may continue to make payments if there is someone willing to manage payments on the behalf of the recipient. This situation should be treated as strictly temporary and will be closely monitored to ensure that, once the individual regains capacity, they are able to exercise control over the Direct Payments as before. If the individual's loss of capacity to consent becomes prolonged, Redbridge Council will consider making formal arrangements for an authorised person to take over receipt of the Direct Payments on that person's behalf.

## **28. Discontinuing Direct Payments in the case of persons lacking capacity to consent**

28.1 Redbridge Council may discontinue Direct Payments if they are not satisfied for whatever reason that the authorised person is acting in the best interests of the beneficiary, within the meaning of the Mental Capacity Act 2005.

28.2 Redbridge Council may discontinue the Direct Payments if it has sufficient reason to believe that the conditions imposed by Direct Payment regulations on the authorised person are not being met.

28.3 Redbridge Council may wish to consider if someone else can act as an authorised person for the individual lacking capacity, or whether there is a need for the Council to arrange services for them in place of the Direct Payments.

28.4 Direct Payment will be discontinued to an authorised person where Redbridge Council has reason to believe that someone who had lacked capacity to consent to Direct Payments has now regained that capacity on a long-term or permanent basis.

## **29. Ending Direct Payments following a death**

- 29.1 In the event of the death of the individual any amount of Direct Payment remaining in an individual's Direct Payment bank account will be recovered by Redbridge Council following a discussion with the family and or the authorised/nominated person. Funds will be available to pay for commitments outlined in the Care and Support Plan, if an agreement is in place for advance payments or notice needs to be given before termination.
- 29.2 Any amount due to the estate of the individual for the fulfilment of contractual and legal obligations relating to any person employed by the individual or to HMRC shall be paid by Redbridge Council on receipt of supporting documentary evidence or an invoice relating to the services received.
- 29.3 Any personal contribution remaining in the Direct Payment bank account will be paid to the individual or their estate within 28 days of termination of the Direct Payment, subject to all records being made available to Redbridge Council. Any additional amount remaining in the Direct Payment bank account will be returned to Redbridge Council.

## **Appendix 1: Adult Social Care Direct Payment Agreement** **(‘The Agreement’)**

### **1. Parties to the Agreement**

This Agreement is between Redbridge Council and the individual recipient

<p><b>Name of the individual:</b></p> <p><b>Address:</b></p> <p><b>Postcode:</b></p> <p><b>CareFirst number:</b></p>
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Name of Nominated/Authorised Person if the individual is unable to sign the Agreement

<p><b>Nominated/Authorised (delete appropriately)</b></p> <p><b>Persons Name:</b></p> <p><b>Address:</b></p> <p><b>Postcode:</b></p> <p><b>Relationship to the individual:</b></p>
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### **2. Basis of the Agreement**

2.1 This Agreement should be read alongside Redbridge Adult Social Care Direct Payment Policy & Guidance. The Agreement is made on the basis that:

- Your needs have been assessed as eligible to receive care and/or support services as identified and agreed in your Care and Support Plan or Carers Support Plan;
- You are willing and able to secure the support to meet your outcomes as detailed in your Care and Support Plan or Carers Support Plan by yourself, or with support;
- Your nominated or authorised person has signed this agreement with the Council to act on your behalf; and
- The Council will make payment(s) to a Direct Payment bank account or a Managed Account Provider to enable you to purchase the services

### **3. Start date of the Agreement**

3.1 The Agreement will begin on **(insert date)**. Recurring payments from Redbridge Council will be made every four weeks in advance into your Direct Payment bank account or to your Managed Account Provider. The weekly amount paid will be in accordance with the amount indicated in your Care and Support Plan or Carers Support Plan.

### **4. The Direct Payment and Your Contribution**

4.1 Your weekly Direct Payment is currently £[        ]. This amount may increase, decrease

or may end if there is a change in your needs or the way in which your care and support is arranged.

4.2 Your Direct Payment one off payment is £ [    ]. (delete if inapplicable)

4.3 The total of your weekly Direct Payment and one off Direct payment is £[    ]. This is called the gross amount.

4.4 Redbridge Council has financially assessed what you have available to pay towards the cost of your care and support. This is called a Contribution. Your weekly Contribution currently is £[    ]. The Contribution may change if your financial assessment is revised.

4.5 Your Contribution will be deducted from the gross Direct Payment before the Council pays it to you. This means that the net weekly amount you will receive from Redbridge Council into your Direct Payment bank account is £[    ]. This is called your net payment.

4.6 You agree to use the Council's on-line Direct Payment bank account or to set up a separate bank account for your Direct Payment if necessary. Full details of your bank account are set out below which is provided for reference and payment of your Contribution:

Recipient's Direct Payment bank account details

4.7 Alternatively you may choose to use a Managed Account Provider company to manage your Direct Payments funds and payments.

4.8 You must pay your financial contribution into the Direct Payment bank account every 4 weeks by standing order or direct debit when available. By making this payment you are ensuring there is sufficient money to pay for your care and support. If you have difficulties with doing this you must speak to the Council.

4.9 Failure to pay your Contribution into the Direct Payment bank account may result in a suspension or reassessment of your eligibility for receipt of a Direct Payment.

## **5. Review**

5.1 Your Care and Support Plan or Carers Support Plan and Direct Payment will be reviewed shortly after it has been set up to ensure you are managing it and are able to meet your identified outcomes. This will normally be within the first three months from the start of your Direct Payment.

5.2 Reviews after this will be carried out at least annually. Reviews can be carried out more frequently if your needs or circumstances change or if you or Redbridge Council has any cause for concern.

5.3 You must inform Redbridge Council immediately if at any time you experience difficulty achieving the agreed outcomes in your Care and Support Plan or Carers Support Plan or managing your Direct Payment account.

5.4 You must inform the Council of disagreement with your nominated/authorised person which may affect the care and support you need so that a review can be undertaken.

## **6. General rules about how to use the money**

6.1 Your Direct Payment is to enable you to buy the support required to meet the outcomes as detailed and agreed in your Care and Support Plan or Carers Support Plan.

6.2 You must notify Redbridge Council if you wish to change anything in your Care and Support Plan or Carers Support Plan and obtain approval in writing from Redbridge Council prior to purchase.

6.3 You must inform Redbridge Council at the earliest opportunity of any material changes in circumstances which would affect your assessed needs or entitlement to Direct Payments. This will include any changes in capacity to consent or ability to manage Direct Payments or in the event of the death of the Direct Payment recipient.

6.4 You cannot use your Direct Payment to buy anything other than meeting your outcomes as agreed in your Care and Support Plan or Carers Support Plan. In particular, although not an exhaustive list, you cannot spend your direct payments on the following items:

- Anything that is illegal
- Anything that will harm your health, safety or wellbeing
- Purchase of alcohol, tobacco, drugs or gambling
- Pay for items relating to regular day to day living expenditure
- Purchase long term residential or nursing care.
- Pay a close relative/partner/friend that lives with you
- Pay for any health care needs that should be provided by the National Health Service or Clinical Commissioning Group.
- Pay for any other charges owed to Redbridge Council.
- For services, equipment or minor adaptations that are the responsibility of other public bodies.
- For spend incurred outside of the UK unless authorised by a Head of Service within Redbridge Council.

6.5 You agree to plan and make contingency arrangements in the event that you support arrangements break down due to unforeseen or planned absences.

6.6 If you have a planned or unplanned stay in hospital you must inform Redbridge Council as soon as possible so that you are not overpaid.

6.7 Following an increase or decrease in your Direct Payment you must manage any changes with agencies, organisations or employees from which you obtain services.

6.8 You must use any interest earned from your Direct Payment toward the cost of the services to meet your assessed needs.

6.9 You are liable for any bank charges which may arise.

6.10 Redbridge Council has the right to suspend the Direct Payment where the need for

service is temporarily not required.

## **7. Directly employing staff**

- 7.1 If you do choose to employ your own staff, you need to ensure you understand your responsibilities as an employer.
- 7.2 You need to comply with all your legal duties and obligations as an employer in the United Kingdom, including what is required by HM Revenue & Customs and the UK Border Agency.
- 7.3 You will need to have appropriate Employers Liability Insurance in place, taken out with a reputable insurance company or underwriters.
- 7.4 You shall be responsible for making appropriate deductions for Tax and National Insurance contributions from the remuneration paid to your workers.
- 7.5 Redbridge Council recommends that all prospective employees undertake an enhanced Disclosure and Barring Service (DBS) check, before you employ them.
- 7.6 Any person you employ with the use of Direct Payments will not be considered an employee or agent of Redbridge Council. Redbridge Council will also not be responsible for any Income Tax, National Insurance, any other payments or responsibilities in relation to that person. The Self-directed Support Service can provide information and advice about employing your own staff.

## **8. Records you must keep**

- 8.1 You will keep clear records of the Direct Payments received and how it is being used to meet your needs and agreed outcomes.
- 8.2 You or your nominated/authorised person must retain all orders, invoices, payslips, HMRC records, receipts, bank statements relating to services received to allow for quarterly monitoring by Redbridge Council. You will need to keep these records for up to 7 years and make them available to the Council when requested.
- 8.3 If the Council asks you for financial information and the necessary information is not provided within 28 days your Direct Payment could be suspended or terminated.
- 8.4 The activity on the Direct Payment online bank account will be monitored by Redbridge Council, via the online portal. The Council will not normally require or request documentation for a transaction that appears on the Council's online bank account if it clearly identifies the service and is within the agreed Care and Support Plan or Carers Support Plan limits.
- 8.5 Redbridge Council will request information and supporting documentation for any entry on Redbridge Council's online Direct Payment bank account or the recipients dedicated Direct Payment bank account that is not easily recognisable, exceeds or is notably lower than the agreed care hours or service cost. You will be required to provide this information within 14 days of the Council's request. If you use a Managed Account Provider, they will provide this information on your behalf.
- 8.6 Your Direct Payment bank account may be subject to an Audit. Audits are required to ensure that the Direct Payment is being used for the purposes laid out in the Care and Support Plan or Carers Support Plan with accurate receipts and records are being kept. Any discrepancies will be investigated and resolved and any debt will be

recovered by Redbridge Council.

## **9. Inappropriate spending**

- 9.1 Redbridge Council retains the right to recover Direct Payments in full or in part if it is satisfied that the money has been diverted from the use for which it was originally intended, as set out in your Care and Support Plan or Carers Support Plan.

## **10. Refund of uncommitted funds**

- 10.1 Uncommitted money in the Direct Payment bank account should not normally exceed the equivalent of 8 weeks of your Direct Payment amount. This does not include any money that you have put by for outstanding commitments such as Tax or annual respite. Any excess money in your prepaid bank account will be recovered by Redbridge Council following a review and discussion with you or your nominated/authorised person. Details for making a payment are set out below.

Payee: London Borough of Redbridge Sort Code:605009 Account Number:19702353 or a cheque payable to London Borough of Redbridge
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## **11. What Your Nominated/Authorised Person Will Do**

- 11.1 Work with you in a flexible way to arrange your care and support to meet your needs and achieve your outcomes as set out in the Care and Support Plan or Carers Support Plan in a way which helps you choose and control your support.
- 11.2 Make every effort to explain to you how your Direct Payment money is being used to meet your needs.
- 11.3 Inform the Direct Payments Team if there is any change in your circumstances, which may affect your Care and Support Plan or Carers Support Plan or the support you need.
- 11.4 Help you to keep clear records of the Direct Payment money you have received and how it is being used to meet your needs; and allow the Council to look at these records if we ask you or your Nominated/Authorised Person.
- 11.5 Inform the Direct Payments Team if you go into hospital and ensure that your Personal Assistants are aware of the support services you arrange when leaving hospital.
- 11.6 Inform the Direct Payments Team immediately if there is a dispute or a disagreement between you and the Nominated/Authorised Person about the way the Direct Payment is managed or how the care and support is provided.

## **12. Ending the Agreement**

- 12.1 This Agreement may be terminated by you or Redbridge Council by either party giving four weeks' notice in writing to the other party.
- 12.2 Redbridge Council may discontinue payments and terminate this Agreement with immediate effect, if:

- After investigation, it is found by Redbridge Council that you are failing to comply with the terms and conditions of this Agreement and Redbridge Council has reason to believe that you are using the money illegally or inappropriately
  - Redbridge Council is not satisfied that your care and support needs can be met by a Direct Payment
  - You no longer need a care and support service.
- 12.3 Before terminating the Agreement, Redbridge Council will work with you to find a resolution to the issues wherever possible.
- 12.4 Following the ending of a Direct Payment you will provide, or arrange for your next of nominated/authorised person to provide, documents relating to the Direct Payment in order for a final financial audit to be undertaken and recovery of any monies due.

### **13. Privacy Notice and Information Sharing**

- 13.1 Redbridge Council and the nominated/authorised individual agree to maintain the confidentiality of and not use the information disclosed in this Agreement, for any purpose other than in connection with this Agreement.
- 13.2 Information shared with service providers will be limited to what they need to know in order to provide services and in most cases be with the knowledge and consent of the service user or their authorized/nominated person.
- 13.3 Redbridge Council is required to protect the public funds it administers and therefore may share information provided with bodies responsible for auditing or administering public funds or undertaking a public function in order to detect and prevent fraud.
- 13.4 Redbridge Council is also required by law where necessary to share information with other agencies such as NHS (GP's, Hospital, Mental Health, CCG's etc.), Police, Central government and Other councils, under the Care Act 2014 and the Health and Social Care Act 2012 for the following purposes-
- health and wellbeing and public health
  - safeguarding of vulnerable adults and children
  - protect you or other individuals from serious harm
- 13.5 Redbridge Council will only retain the information provided under this agreement for 6 years following the last payment activity.
- 13.6 Redbridge Council is committed to protecting its service user's personal data. We have put measures in place to ensure that our staff, service providers, partners and suppliers all look after your information in line with good practice and the law.
- 13.7 Individuals rights under the Data Protection legislation. As a service user you have the right to access your personal Data, this is called a subject access request. Individuals also have other rights under such as object to processing, or withdraw consent (only in certain circumstances). However, if you opt out or withdraw consent from certain processing of your information, we may not be able to deliver certain services to you. For example; if you do not consent to provide your information necessary for us to process your direct payments application, then we may not be able to provide you with this service. Please see our full Privacy notice to find out more about your rights and on how to make subject access request from the Redbridge Council website-

<https://www.redbridge.gov.uk/privacy-and-cookies/>

13.7 If you have any concerns with regards to the processing of you personal data please write or email to:

Data Protection Officer  
8th Floor, Rear  
255-259 High Road  
Ilford, Essex IG1 1NY  
Email: [data.protection@redbridge.gov.uk](mailto:data.protection@redbridge.gov.uk)

13.8 If you would like to know more about your rights under the Data Protection law, and what you should expect from us, visit the Information Commissioner's website.

If you have any concerns regarding our privacy practices or about exercising your Data Protection rights, you may contact the Information Commissioner's Office -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Tel: 0303 123 1113 or 01625 545 745  
Email: [casework@ico.org.uk](mailto:casework@ico.org.uk)

**14 Agreement and declaration**

Here all parties are signing to indicate that they understand and agree to the terms set out in this Agreement.

<b>Name of Redbridge Council Representative:</b>	
<b>Signature:</b>	<b>Date:</b>

I, (Direct Payment recipient) confirm that I have received information about the Council's Direct Payments processes, and information and advice about using and managing Direct Payments, from the Council and I have had the opportunity to take independent legal/financial advice. I realise that I may be committing a criminal offence by giving false or misleading details, or withholding information in order to receive payments from Redbridge Council and that if I provide information which I know to be false, I may be liable to prosecution.

<b>Individual Name:</b>	
<b>Signature:</b>	<b>Date:</b>

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**If the individual is unable to sign or understand the Agreement** – please complete this section: I (Nominated/Authorised Person) confirm that I have received information about the Council’s Direct Payments process and information and advice about using and managing Direct Payments, from the Council and I have had the opportunity to take/or via independent legal/financial advice. I understand my legal obligations as the direct payment recipient to act in the best interests of the Recipient and as an employer. I confirm that the Direct Payment will be managed on behalf of the individual as agreed in the signed Care and Support Plan. I agree to act as representative on behalf of the individual. I am independent of the Direct Payments Provider and agree to be bound by the terms and conditions of this Agreement.

<b>Nominated/Authorised Person Name:</b>	
<b>Signature:</b>	<b>Date:</b>

**If the individual or representative requires services to support them in managing their payments**, such as payroll, help with payment of invoices etc. and they have requested a Managed Account Provider, please arrange for the provider to sign below.

<b>Managed Account Provider Name:</b>	
<b>Name of company representative:</b>	
<b>Signature:</b>	<b>Date:</b>