

**OPTION 1  
DIRECT PAYMENT AGREEMENT FORM**

**PLEASE ENSURE THAT THE SUPPORTED PERSON HAS A SIGNED COPY OF THIS FORM, AND ONE IS RETAINED IN THE SUPPORTED PERSON'S FILE (IMS careFirst)**

**SECTION 1**

**DIRECT PAYMENT AGREEMENT**

In this direct payment agreement, the term "supported person" refers to and where relevant, includes, the supported person's legal representative.

This direct payment agreement is made between Aberdeen City Council Marischal College, Broad Street, Aberdeen, AB10 1AB ("the Council"); and **Supported person** residing at **address of supported person** and (where applicable) **[Insert name of supported person's legal representative]**, residing at **[insert address]** ("the supported person's representative")

**SECTION 2**

**THE SUPPORTED PERSON SHALL:**

1. Not use the direct payment money for any purpose other than to meet the assessed and agreed outcomes.
2. Open a dedicated account with a bank or building society for the purpose of receiving the direct payment, and which will be used exclusively for the direct payment. This must be in the name of the supported person or shall be in joint names with a welfare and financial guardian or Power of Attorney if applicable.
3. Provide appropriate financial monitoring statements, including all evidence that relates to personal assistants or self-employed people as listed in section 2, 3 and 4 of the direct payment application. This will include receipts, bank statements, payroll records, invoices and any other associated paperwork in use for the direct payment, as requested by the council at each review point, both financial and social work/care.
4. Keep the account in credit at all times (bank charges on the account due to mismanagement must not be paid from the direct payment finances).
5. Pay any assessed financial contribution into the direct payment account (following the non-residential financial assessment process where applicable).
6. Maintain where possible a contingency amount in the direct payment account to ensure continuity of support.

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7. Return any excess direct payment finances to the council within 28 days of being requested to do so.
8. Contact the allocated worker if they have concerns or queries about the support they are receiving or the direct payment.
9. Contact the allocated worker if they wish to stop using direct payments in order that arrangements for alternative support can be made and a final financial audit arranged.
10. Will undertake safe and effective recruitment if appropriate (for example taking up references and PVG's, advertising and interviewing, induction and training, staff management and appraisal, disciplinary proceedings, liability insurance and other aspects of being an employer) .
11. Inform or give permission to the council to inform any potential or actual employees/agency staff information (including sensitive personal information) that is necessary for the proper and safe provision of care
12. Make all payments to care providers within the terms and conditions of your contractual agreement with them in a timely manner.
13. Not use direct payment finances to pay any interest charges incurred by the non-compliance of your contractual agreement with any care provider. Any charges incurred will be paid by the supported person's personal funds.
14. Fulfil any initial claims for statutory redundancy payments from the Employers Liability Insurance and any contingency within the direct payment account.
15. Inform the council of any changes to address or financial contact

### **SECTION 3**

#### **THE COUNCIL SHALL:**

1. Direct the supported person towards information and support services in the area. Support the supported person to consider creative, innovative and flexible options to meet their outcomes.
2. Ensure that the supported person understands the responsibilities involved with receiving a direct payment.
3. Carry out regular monitoring and auditing of the direct payment account in a proportionate and effective manner.
4. Undertake an annual non- residential financial assessment to confirm any contribution that the supported person must make to their support.
5. Provide 4 weeks' notice of any changes to the direct payment.

6. Provide support to the supported person should risks arise with the direct payment or where circumstances arise when a direct payment may be terminated.
7. Make final decision on whether or not a family member can be covered by the direct payment finances as an employee of the supported person.
8. Make direct payments to the supported person in accordance with the direct payments agreement until such times as it has been agreed by both parties that they stop, or the council considers that they are no longer appropriate or until the supported person has requested they stop  
The Council may terminate a direct payment if -
  - a) The supported person becomes ineligible to receive direct payments
  - b) The direct payments has been used wholly or partly for some purpose other than to secure the provision of the support to which it relates :
  - c) The Council considers reasonable grounds that the supported person has breached criminal law or a civil law obligation in relation to the support which the direct payment relates; or
  - d) The direct payment has been used wholly or partly to secure the provision of support by a family member other than in circumstances where the family member is permitted to provide support as agreed with the practitioner
9. Ensure that the supported person is aware of the council's complaints procedure, should they wish to use it.
10. Have no liability whatsoever for the service arranged by the supported person or any employee of the supported person other than providing the direct payment as assessed.
11. Have no liability under employment legislation or TUPE regulations once the direct payment ceases. Any such responsibility is that of the employer, namely, the supported person.

**SECTION 4**

**By signing below each party is in agreement to uphold their responsibilities as outlined in this agreement.**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(Supported Person)

If the supported person is physically unable to sign:

- a) Verbal consent given YES/NO
- b) Consent communicated by other means (please specify).....

.....  
.....

If (a) or (b), then a witness is required (independent of the Council):

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

( Witness )

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(supported person's representative)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(Allocated worker )