



Pre-Paid card application agreement between you (supported person) and Aberdeen City Council /Aberdeen City Health and Social Care Partnership.

1. INFORMATION ABOUT YOU (Supported Person)

NAME:			
ADDRESS:			
		POSTCODE:	
TELEPHONE:		DATE OF BIRTH:	
EMAIL:			
CAREFIRST I.D.			

I GIVE MY CONSENT FOR THE DIRECT PAYMENT ELEMENT OF MY INDIVIDUAL BUDGET TO BE PAID TO AND MANAGED BY:

MYSELF MY LEGAL REPRESENTATIVE MANAGED PAYROLL PROVIDER

IF YOUR INDIVIDUAL BUDGET IS TO BE PAID TO AND MANAGED BY A LEGAL REPRESENTATIVE: WHAT IS THEIR BASIS FOR DOING SO?

POWER OF ATTORNEY FINANCIAL GUARDIAN WELFARE GUARDIAN
PARENTAL RIGHTS AND RESPONSIBILITIES

DETAILS OF YOUR LEGAL REPRESENTATIVE:

NAME:			
ADDRESS:			
		POSTCODE:	
TELEPHONE:		DATE OF BIRTH:	
EMAIL			



2. PURPOSE OF THIS AGREEMENT

This agreement is required because:

- An officer of the local authority has discussed with you the responsibilities in managing your individual budget using the pre-paid card.
- An outcome focused assessment has been completed which has identified that you are eligible for a social work service.
- You have chosen to receive an Option 1 Direct Payment as described in the Social Care (Self Directed Support) (Scotland) Act 2013.
- You will (with support if required) manage your Direct Payment to meet your identified outcomes as detailed in your outcome focused assessment and support plan
- Aberdeen City Council / Aberdeen City Health and Social Care Partnership will provide you with a Direct Payment individual budget to purchase the support you need.

3. GENERAL TERMS (Note: 'You' can also mean a named representative)

- You must provide a valid email address which you shall endeavour to use for correspondence relating to your pre-paid card unless it has been identified that communication is to be provided in an alternative form. It is your responsibility to ensure correspondence is read and responded to within any timeline that has been stated.
- You must use your individual budget to meet the outcomes as detailed in your outcome focused assessment and support plan. You will have been provided with a copy of your assessment and support plan by your practitioner.
- You will be able to pay your assessed financial contribution (if applicable) into your pre-paid card account. This will be verified during the audit process.
- Individual budget payments will be used to meet your agreed outcomes without breaching criminal or civil law.
- You will have responsibility to practice safe and effective recruitment if you choose to employ your own staff , this will include but is not limited to: taking up of references, sending detail of the job (including terms and conditions) in writing to your employee(s), pension responsibilities and purchasing employers liability insurance.
- Fulfil any initial claims for statutory redundancy payments from the employer's liability insurance and any contingency within the pre-paid account.
- Aberdeen City Council / Aberdeen City Health and Social Care Partnership hold no liability under employment legislation for TUPE regulations once the direct payment ceases. Any such responsibility is that of the employer, namely, the supported person.
- Aberdeen City Council / Aberdeen City Health and Social Care Partnership hold no liability in relation to any services you choose to purchase with your personal budget payment.
- You will maintain where possible a contingency amount in the pre-paid account to ensure continuity of support.
- Inform your practitioner of any changes to address or financial contact/legal representative.

4. YOUR PAYMENT CARD

- You have chosen to receive a Direct Payment and you will be provided with a prepaid card account. Aberdeen City Council / Aberdeen City Health and Social Care Partnership will pay your Direct



Aberdeen City Health & Social Care Partnership

A caring partnership

Payment individual budget payment into this account. You will use this card to purchase your care and support. The following responsibilities apply to the operation of your payment card account:

- PFS will provide you with an Aberdeen City Council Prepaid Mastercard® Terms and Conditions. It is your responsibility to familiarise yourself with these Terms and Conditions as they form part of the overall prepaid card agreement.
- You must make sure that your payment card is always kept in a safe and secure place.
- The pre-paid card is not a credit card. You can only purchase care and support using the card where there is enough funding available in the account.
- The payment card can only be used to buy your care and support as agreed in your support plan to meet your identified outcomes.
- You must not allow anyone else to use your payment card and must not pass on your card details for anyone else to use.
- If your payment card has been lost or stolen, or you suspect someone else has used it, you must contact Prepaid Financial Services immediately on the following numbers:
Telephone Support - 01467 442166 Mon-Fri 8.30am-5.30pm or Automated telephone lines 24/7 – 020 3327 1991 or 020 3468 4112 or 020 7183 2248.
- If your payment card is no longer needed, you must contact your Practitioner immediately.
- Aberdeen City Council/Aberdeen City Health and Social Care Partnership have access to the prepaid card account system and will review and monitor the transactions made on a regular basis.
- You must keep and upload receipts for all purchases over £10 to your prepaid card account.
- Aberdeen City Council/Aberdeen City Health and Social Care Partnership will reclaim any identified surplus periodically this will be carried out following consultation between your practitioner and yourself. Please note that an escalation procedure applies if finance or your practitioner cannot contact you within a reasonable time period. A copy of the escalation procedure can be requested from your practitioner.
- If you have used your individual budget amount to buy goods/services which have not been agreed in your support plan, you may be asked to repay the money to Aberdeen City Council / Aberdeen City Health and Social Care Partnership

If you have chosen to use a managed payroll service to manage all your budget, the aforementioned (section 4) will not apply. This is because you will not be issued with a card.

5. WHAT RECORDS YOU SHOULD KEEP

- You (or with the support of your representative) are responsible for using your individual budget appropriately. Any bank charges, legal charges or HM Revenue & Customs penalties incurred are your responsibility.
- You must keep records i.e. employment related should you be employing a personal assistant and any financial records i.e. HMRC,N.I.contributions You must also keep records/receipts for all money spent for a period of 6 years plus the current financial year. You will have the facility to upload these documents directly to your pre-paid card account should you wish.

6. REVIEW OF THE INDIVIDUAL BUDGET PAYMENT

- A-review of your outcome focused assessment and support plan will be carried out. Your individual budget may vary if your assessed needs change.



7. IF ARRANGEMENTS BREAK DOWN OR YOUR NEEDS CHANGE

- If things go wrong or your needs change, you or your representative should contact your Practitioner immediately. Aberdeen City Council / Aberdeen City Health and Social Care Partnership is responsible to provide you with enough notice of any changes to the general agreement arrangements.

8. ENDING THE AGREEMENT

- You or Aberdeen City Council / Aberdeen City Health and Social Care Partnership may terminate this contract by giving the other party four weeks' notice in writing. Aberdeen City Council / Aberdeen City Health and Social Care Partnership has a responsibility to act in a fair and reasonable way when considering terminating an agreement.
- We may terminate this agreement with immediate effect if, after investigation, it is found that you or your representative have been using your individual budget fraudulently, not spending the money to meet the agreed outcomes or are non-compliant with the terms of this agreement.
- Before terminating the agreement, we will work with you and your representative to see if we can solve the issues if possible.
- On termination of this agreement, by whatever means, any prepaid card that has been issued to you will be deactivated immediately by Aberdeen City Council / Aberdeen City Health and Social Care Partnership.
- Should the supported person die during this agreement the practitioner must be notified with a view to ceasing further payments being transferred to the pre-paid account.

9. SIGNATORIES

- Here, all parties (you, your legal representative) if applicable and your practitioner as a representative of Aberdeen City Council / Aberdeen City Health and Social Care Partnership are signing up to the agreement. This means that all agree to work to the detail in this document.

1st Party – You – The Supported Person	
Signature:	Date:

2nd Party – Your legal representative	
Signature:	Date: