



Starting Direct Payments - Carers

Your Direct Payment Guide - Carers



Contents

Introduction to Carers Direct Payments	3
What are Carers Direct Payments?	3
Can I have a Carers Direct Payment?	4
Support Options available	4
Multiple Principal Carers	4
Principal Carer being paid to deliver care	4
Charging and Financial Assessment	5
What happens if your needs change?	5
Managing your Carers Direct Payments	5
Proof of Expenditure	6
Notes	7
Terms and Conditions	8

Introduction to Carers Direct Payments

Welcome to this guide to understanding and getting started with Carer Direct Payments. Please read through the information carefully and you should find the answers to most questions allowing you to make an informed choice on whether a Direct Payment is right for you.

What are Carers Direct Payments?

Carers Direct Payments are monetary payments for people who have been assessed as requiring help from social services, and who would like the control and freedom to arrange and pay for their own support services instead of receiving them directly from the Council.

By allowing you to organise support for yourself, Direct Payments give you more choice and control of your support by enabling you to choose the services that you feel are most appropriate for you to meet your needs.



Can I have a Carers Direct Payment?

Any person who provides or intends to provide a substantial amount of care on a regular basis is entitled to a carer's assessment. The assessment is free - it is not about judging the way you are caring for someone. You can talk about your needs in confidence, away from the person you care for, if you wish. The assessment will look at how you are affected by the demands and the level of care that you give - the impact of being a carer on your own life and if there is any way we can support you.

Eligibility Criteria is used to assess the support you will be offered once you have been identified as having a carers need.

If you meet the eligibility criteria Bedford Borough Council will offer you a Carers Direct Payment which can be spent on anything which relieves stress and/or reduces the risk of carer breakdown.

Multiple Principal Carers

Only one family member or friend per service user can be considered as the Principal Carer and be supported by services listed above.

Principal Carer being paid to deliver care

A family member or friend who is already being paid via a Direct Payment to deliver care cannot also be considered as eligible to receive a Carers Direct Payment.

Charging and Financial Assessment

All carers who are eligible for support from the Council are subject to the financial checklist process. Carers who have savings and investments above £23,250 (not including the value of the property you live in), are not entitled to financial support.

For services provided to the cared for person which also support the carer (for example short breaks or day care) the cared for person will be financially assessed and charged as appropriate to the Council's charging policy.

What happens if your needs change?

If your needs or circumstances change, it's important that we look again at the services we provide. It may mean that you need more help, if this is the case please contact your allocated Social Work team. Your needs can also be discussed at your annual review.

Managing your Carers Direct Payments

When we have agreed that you can have Carers Direct Payments to meet your needs, the Council will set up a bank account for you to use. The account will provide you with a pre-paid card and online bank account for you to manage your payments. The card will allow you to make payments online, over the phone and in establishments where you see the Mastercard logo; you will not have the function to withdraw cash from an ATM machine, unless you have prior permission from your key worker for a specific purpose.

You will be responsible for managing the funds you receive. Planning your finances is an essential part of successfully managing your Carers Direct Payments. The Council will pay the agreed amount of your Direct Payment into your account on a four weekly basis.

The account will allow you to set up direct debits, bank transfers and standing orders to pay for your support. You will also be able to make payments relating to invoices you receive from a provider via the online banking functionality.

Proof of Expenditure

For invoices and receipts over £50.00 you will need to ensure you upload evidence of the transactions you make into your Pre-paid card account. A guide will be issued to you detailing how to do use the account once it has been set up. Alternatively you can submit evidence by post and we will upload this information on your behalf.

If your card transactions are under £50.00, you do not need to upload evidence to your account but you still need to keep receipts of expenditure for two years. We will do regular spot checks and may ask you to provide the receipt for specific transactions.

If you have difficulties in managing your payments, you can nominate someone to help you manage your Carers Direct Payment. This person could be a family member or friend but must not be the person who you will be paying to provide your support.

The Council will have access to view the transactions on your account so that we can monitor and ensure that you are spending your Direct Payment money on meeting the needs agreed in your support plan.

1. Introduction

This agreement is made on the basis that:

- 1.1. You have been assessed as being eligible to receive a social care service and have agreed that the services identified in your support plan should be provided via a Direct Payment.
- 1.2. The Council and Direct Payment recipient (you) have agreed that you should take direct responsibility for the provision of the services required to meet your needs and will be responsible for the day to day management of the Direct Payment.
- 1.3. You have agreed to make all necessary arrangements to ensure the said services are provided, with support if necessary.
- 1.4. The Council has agreed to make arrangements to fund the provision of the said services as set out in your support plan.

2. Bedford Borough Council will:

- 2.1. Ensure that you have access to adequate information and support to make best use of the Direct Payment.
- 2.2. Make payments into your Direct Payment bank account, at the agreed frequency, in accordance with the details listed in your support plan, in order to meet your assessed eligible needs.
- 2.3. Review your Direct Payment and this agreement within 12 weeks, to decide whether the service is meeting the assessed needs at to review how the Direct Payment is being managed.
- 2.4. Assess your needs and review your support plan and the operation of this agreement regularly, if there is a change in circumstances or a high level of risk, to determine whether the assessed needs have changed, how arrangements for the provision of services are being managed, whether you remain willing to receive Direct Payments and whether you remain able to manage the Direct Payment.
- 2.5. Following a review, advise of any changes in assessed needs and give appropriate notice of any changes (at least two weeks' notice in writing stating the reasons). Payments may be decreased or increased. If there is a reduction in the Direct Payment, Bedford Borough Council will take into account any employment or contractual responsibilities that are in place.

3. The Carers Direct Payment recipient will:

- 3.1. Use the Carers Direct Payment account set up by the Council for the sole purpose of securing services that meet the care needs identified in the support plan. This account may only be used for monies relating to Direct Payments.
- 3.2. Be liable for any bank charges which arise as a result of mismanagement of Carers Direct payments.

- 3.3. Secure services and comply with all safety and legal requirements that may arise in making such arrangements.
- 3.4. Pay all invoices and costs relating to the purchasing of service using the Carers Direct Payment on time, including costs and any services purchased from an agency or organisation.
- 3.5. Have a contingency plan that can be implemented if the arrangements for the provision of service that meet the assessed needs break down.
- 3.6. Notify and/or advise next of kin/executor that, the Council must be informed at the earliest opportunity of any changes in circumstances which would affect your assessed needs or entitlement to Carers Direct Payments. This includes any changes in capacity to consent or ability to manage Carers Direct Payment or in the event of death of the Carers Direct Payment recipient.
- 3.7. Notify or advise next of kin/executor that in the event of death, the Carers Direct Payment account and any funds contained in it will not be regarded as an asset of the estate.
- 3.8. Following the ending of the Carers Direct Payment, arrange for the next of kin/executor to provide documents relating to the Carers Direct Payment in order for a full financial audit to be undertaken and recovery of any money due. If the expected amount is not available to be returned from the Carers Direct Payment account the Council may claim from the estate.

4. Financial and monitoring requirements

- 4.1. Bedford Borough Council will assess your financial contribution to the Direct Payment under the Care Act eligibility criteria and send notification of any service user contribution separately.
- 4.2. If you are assessed to make a financial contribution towards your support this will be invoiced to you on a monthly basis.
- 4.3. You will be notified of any adjustment in relation to your financial contribution towards the cost of the services assessed in line with annual changes in state benefits following the annual review of your financial assessment.
- 4.4. You will comply with the financial and monitoring requirements, agreeing to maintain adequate financial records of all Direct Payments made.
- 4.5. You will keep your financial and administrative records in a safe place and in an orderly manner and agree to submit these for auditing, when required. Failure to submit records as requested may lead to suspension or withdrawal of the Direct Payment. Documents include:
 - Completed timesheets, holiday and sickness records – if relevant
 - PAYE, national insurance and any other payroll records, as applicable
 - Bank statements relating to the Direct Payment account
 - A record of all payments (cheque number, payee, amount)
 - Related invoices

- Related receipts
- Items purchased as specified in the support plan
- Insurance documents.

We collect this information to keep you and the council safe. If you have difficulties in keeping this information, let us know as soon as possible so that we can help you.

- 4.6. You will inform Bedford Borough Council if you have not received a service for more than four weeks, or if you know in advance that you will not need the service for a while.

5. Use of Carers Direct Payments

- 5.1. You will be given a copy of your assessment and support plan, which states your assessed eligible needs. A Carers Direct Payment is being provided to meet these needs, instead of a service provided by Bedford Borough Council.
- 5.2. You agree to only use the Carers Direct Payments to meet the assessed needs as described in your support plan.
- 5.3. Unless there are exceptional circumstances and this is expressed within your support plan you will not:
- Use the Carers Direct Payment to secure services from a partner, close relative or anyone else living in the same household as you unless agreed by the Council in writing.
 - Use the Carers Direct Payment to buy health services, long term residential care, pay household bills, the weekly shop or other personal expenses.
 - Use the Carers Direct Payment to pay any other charges owed to the Council.
 - Use the Carers Direct Payment for gambling including bingo, lottery, scratch cards and betting.
 - Use the Carers Direct Payment to pay for anything illegal.
- 5.4. You agree to repay the Carers Direct Payment or any part of it if the Council is satisfied that it has not been used appropriately in accordance with this agreement and Carers Direct Payment legislation.
- 5.5. The misuse of Carers Direct Payments may lead to payments being stopped with immediate effect. Bedford Borough Council will require you to repay any part of the Carers Direct Payment that is not spent on meeting your assessed needs.

6. Acting as an employer and contracting with a service provider

- 6.1. You understand that the arrangements for employing staff or contracting with a service provider is between you and the employee(s) or service provider and those people you employ or contract with to provide a service is a private arrangement. Bedford Borough Council is not involved in the arrangement and bears no responsibility to you or the service user or the personal assistant(s) or service provider that you employ, with regard to the employment relationship or contract.
- 6.2. You will make any changes with agencies, organisations or employees from which

services are obtained, following an increase or decrease in Carers Direct Payments.

- 6.3. If in the opinion of Bedford Borough Council, the service provider is not able to provide an adequate service or is unfit to provide a service, Bedford Borough Council will require you to find an alternative service or Bedford Borough Council will suspend the Carers Direct Payment either temporarily or permanently, if necessary.
- 6.4. If you are employing staff with a Carers Direct Payment you must ensure that you understand your legal obligations as an employer and agree to:
 - Carry out a DBS (Disclosure and Barring Services) check of all Personal Assistants you employ who carry out a regulatory service, to safeguard you and your family
 - Ensure that all staff have up to date DBS checks
 - Give the Personal Assistant(s) notice, as outlined in their contract, and redundancy pay when applicable, as per statute
 - Ensure that tax and national insurance are paid for all employees
 - Provide a pension scheme for all entitled Personal Assistants and ensure that pension contributions are paid
 - Ensure that you have an up to date certificate of Employers Liability and Public Liability insurance and supply policy documentation when requested
 - Seek advice regarding any employment concerns and issues from this insurance
 - Provide a safe working environment, ensure safe working practices, provide appropriate staff training and comply with employment legislation
 - Provide staff with a contract of employment and a job description
 - Give staff reasonable notice of when they are required to work
 - Treat staff properly and ensure that they have adequate breaks, refreshment and accommodation if necessary, when working
 - You will agree not to use the Carers Direct Payment to employ a spouse, partner or close relative living in the same household without explicit written agreement from Bedford Borough Council.
 - You will inform the Carers Direct Payment team and any support service you use when an employee leaves and when you wish to recruit a new Personal Assistant.

7. Suspension and termination of the Carers Direct Payment agreement

- 7.1. The Council may suspend payment of the Carers Direct Payment temporarily if the Carers Direct Payment recipient is admitted to hospital or is otherwise temporarily unable to receive services. Any decision to suspend payment will take into account any reasonable existing liabilities including periods of notice to service arrangements and retainer payments to Personal Assistants.
- 7.2. The Council reserves the right to suspend payments to the account when 8 or more weekly payments have accumulated, a prior agreement with the Council is required for funds to accrue over and above the 8 week limit.
- 7.3. The Council has the right to suspend or stop the Carers Direct Payment if it is decided that the arrangements made for purchasing services are not adequate to meet the

needs and outcomes of the support plan.

- 7.4. The Council has the right to suspend or stop the Carers Direct Payment if any of the terms and conditions of this agreement has not been met. This includes deducting amounts from our payments made every 4 weeks to recover costs that are not spent on meeting your assessed needs.
- 7.5. The Council will terminate this agreement with immediate effect if any part of the Carers Direct Payment is used for the following purposes:
 - Anything illegal
 - Gambling
 - Investment
- 7.6. The Council will consider the Carers Direct Payment recipient's contractual and statutory responsibilities when determining the balance of the Carers Direct Payment to be repaid to the Council in the event of the death of the Carers Direct Payment recipient or in the event of them becoming unable to manage the Carers Direct Payment.
- 7.7. The Council will stop the Carers Direct Payment when the entitlement to Carers Direct Payments has ended or Carers Direct Payments are no longer required.
- 7.8. Subject to the Council's right to terminate the agreement with immediate effect under section 7.4 above, either party may terminate this agreement by giving the other party 4 weeks' notice in writing. This period of 4 weeks will commence on receipt of the written notice.
- 7.9. If notice for termination is given, the amount of the payment due for the period in which the date of termination falls shall be adjusted pro rata and any overpayment to the recipient will be reimbursed to the Council, not later than 30 days from notice of termination.
- 7.10. The Carers Direct Payment recipient agrees to repay the Council any overpayments as soon as such overpayment is identified. The Council reserves the right to charge interest on any monies owed, which are not repaid within 30 days of receipt of invoice requesting payment. Interest will be charged at 2% above bank of England base rate.

8. Data protection

- 8.1. The Council will keep the information you give us both on computer and paper records and treat it as confidential and will not pass it on to any unauthorised person however it may pass on some of the information to meet legal or welfare needs.
- 8.2. The Council is under a duty to protect the public funds it administers and to this end may use the information you have provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

Direct payment carers agreement

Please provide details of the person you are caring for:

Service User Name

Service User ID (if Known)

Address

Telephone

Section 2

Please provide details of the person who has been awarded the payments:

Name of Direct Payment recipient (carer)

Address (if different from above)

Telephone (if different from above)

Email

DOB

Please state your relationship to the Service User:

Under this agreement you agree that:

- You will use the Carers Direct Payment to purchase the support set out in your care and support plan.
- You agree to the terms and conditions set out in the information pack provided.
- You will provide proof of expenditure for your support.

I consent to receive Carers Direct Payments and confirm that I understand and will comply with the terms and conditions set out by Bedford Borough Council.

Signature of Direct Payment recipient:

Date:

Finding out more

If you would like further copies, a large-print copy or information about us and our services, please telephone or write to us at our address below.

Për Informacion

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Informacja

برای اطلاع

Za Informacije

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