



# City of Doncaster Council

**Dear Parent/Carer of \*\*\*\***

## **Learning and Opportunities: Children and Young People Direct Payment Award Letter/Agreement**

This is a letter to set out the terms and conditions of your Direct Payment Award. Please read it carefully as it contains important information.

In this letter, the terms below have the following meanings:

Child or young person: (name)

You, your or yours: (parent/carer)

Us, our or ours: City of Doncaster Council

Contact number for help:

The review date: Annually or more often if required

### **The purpose of the payments**

- 1** Following your application and our consideration of it, we have agreed to make payments directly to you or your current provider on the terms of this award letter. These are called direct payments and are made under the short breaks scheme.
- 2** The payments are for the short break package of support that we have agreed will benefit your child or young person. The payments are made either to you or your current managed account provider on your behalf. This enables you and your current provider to make arrangements so that your child or young person can enjoy more flexibility and independence. If you decide that the direct payments scheme is not for you, we can make different arrangements. Please use the contact number for help to discuss. You can decide to change arrangements at any time provided you write to us and let us know.

- 3 The payments must not be spent on activities, services or items that have not been agreed in the package of support.
- 4 Where one-to-one or two-to-one support is agreed, you must ensure that your worker does not support any other children or young people at the same time as your child.
- 5 The payments could be made weekly, fortnightly, monthly or annually depending on your child's short break plan.
- 6 There may be situations where we stop making the payments to you or your current provider. We will write to you with our reasons. There is more information about this below.
- 7 The payments may be made to a designated bank account opened by you for the direct payments only and the payments we make to you must not be mixed with your personal or household income. Recipients may also be provided with an e-account and a pre-paid card. Alternatively, the direct payments may be paid to a third party managed account provider of your choice. Some people find a managed account helpful because the service will arrange the details of making payments to the worker and for example deducting national insurance, tax and pension contributions- however the recipient remains the worker's employer in this situation. You must let us know what you choose and provide us with the necessary details for us to process payments. For details of a managed service provider we know many people in your position use please contact 01302 737448, Short Break Service
- 8 Unless stated in the current agreed package of support, your current managed account provider cannot pay a member of the child's or young person's family on your behalf to provide help, care or services. Your current provider on your behalf cannot pay a person who lives with the child or young person to provide help, care or services.

Your current provider on your behalf cannot pay for the following services, items and support with direct payments:

- Long term residential or nursing care
- Purchasing services from the City of Doncaster Council
- Purchasing items that do not meet the agreed outcomes in your Support Plan
- Purchasing services or equipment for which the council is not responsible for example; services funded by the NHS

If in doubt, you should ask for advice using the contact number at the top of this letter.

### **Changes to the support package or to this award:**

- 8 If the support package or amounts change, we will write to you to let you know. Your short breaks support is reviewed at least annually and on occasion more frequently.

### **Accepting these terms**

- 9 This agreement will commence on the date we receive your acceptance of the terms (providing that the acceptance is received 14 days before the first payment is due to be paid).
- 10 This agreement will continue until the local authority or the recipient ends the agreement in writing, giving seven days' notice (or the time it takes a worker to work out their notice period, which is calculated as one week for every year they have worked for the recipient unless otherwise detailed in their contract of employment)
- 11 To accept the terms of this letter you must first read it and then sign where shown at the bottom of the duplicate copy. If you do not understand anything in the letter please telephone the contact number for help, or seek your own legal adviser – this must be paid for by you.

## **Responsibility**

- 12 It is a big responsibility to employ a person. The Local Authority (LA) cannot provide Human Resource or legal advice service to the recipient. Sources of such support include the charity "Active Independence" <http://activeindependence.org>, your managed account provider or via appropriate insurance arrangements (see below).
- 13 The LA, in circumstances it deems appropriate, will provide for initial set up costs for the management of a direct payment to a level that the LA considers reasonable. Set up costs may include the cost of advertising, recruitment, Disclosure Barring Service ("DBS") checks, employer liability insurance, staff training or other services or items the LA deems appropriate.
- 14 It is the employers responsibility to ensure that a worker does not commence work until:
  - A satisfactory enhanced DBS check has been received
  - Employers Liability Insurance is in place
  - This agreement has been signed by the recipient and the LA

The LA has no duty to 'back date' payments if a worker is asked by the recipient to commence work without the above being in place.

## **Stopping the payments**

- 15 We may suspend or permanently stop the payments if we think it is necessary to do so. One reason might be because the DBS checks have not been carried out or show the person to be unsuitable, or because we have a serious concern about the person you have employed.

Another reason to suspend or stop payments may be because the money is being spent on support, items or services that have not been agreed with you in the support package. We have not listed all of the reasons that may lead us to suspend or stop payments as each case will be down to the individual

circumstances. We will give you the opportunity to speak to us and give your reasons about any concerns we have, but our decision is final.

**16** You should ensure that you are able to suspend (without pay) or terminate the person's employment if you need to without liability because the direct payments cannot be paid to cover your legal expenses or damages to an employee.

**17** If we stop your payments, we will not be responsible for any loss that may be suffered by you but we will rearrange your package of support in the best way we can so that the child or young person continues to receive support, or support is resumed with as short a delay or interruption as possible. Stopping a person's employment can have serious consequences for an employer and you must be clear on your legal liability before employing a person. Guidance can be obtained via your Employers Liability Insurance.

**18** We may ask you to pay back all or part of the direct payments you have had, if :

You have spent the direct payment on services, support or items we have not agreed or if your application contains statements that are untrue. If we do not take action against you straight away, we are not prevented from taking action later on. If we do take action, we will write to you with the concerns and proposed action. We will listen to your representation and then make a decision. You will have a right of appeal. We will give you time to pay any amount that you owe. If you do not pay, we may take further action to enforce this agreement.

**19** Neither your employee nor any other person can rely on any promises or rights in this letter and any third party rights are excluded.

**20** This letter, the information you have told us in your application, and the attachments represent the whole agreement between us.

**21** It is important for you to note that, unless otherwise agreed, if weekly direct payments are made to provide personal assistant care, only a maximum of 8 weeks' worth of funds can be accumulated in the account. We may consider a flexible arrangement for the use of your Direct Payment. Any requests should be made via your Short Break Officer.

**22** We will expect to see receipts and evidence of expenditure every four weeks. These must be sent to us in the following way: Postal address; **Audit, Floor 3 Civic Office, Waterdale Doncaster, DN1 3BU**, Email address; **BSU.Audit@doncaster.gov.uk**

**23** If you are unable to manage the direct payments, alternative payment options will be discussed with you. We will make the final decision on alternative arrangements for payment.

- 24** Upon cessation of the award, including in the event of the child's death, you must inform us straight away and you must return any unspent or uncommitted money provided through a direct payment.

## **Employing people and checks**

- 25** HMRC have set out information about your responsibilities when employing a person and you must ensure that you comply with all of these requirements. This applies whether the funds are administered by a Managed Account Provider or held directly by the recipient.

The responsibilities may be found at <https://www.gov.uk/payee-for-employers>

- 26** You must not employ a person to undertake support with children unless you have obtained a satisfactory check from the Disclosure and Barring Service (commonly known as a "DBS Check"). We require your workVr to have an enhanced check to include information about an employee to see if they are on the Children's and Vulnerable Adults barred list. Your managed account provider will undertake the DBS check for you. In order to carry out the DBS check, they will need from you the PA's name and contact details. You will need to obtain consent from the person you propose will work for you. Such consent should cover applying for the DBS check and seeing the results. If you do not have a managed account provider, we may be able to support you to carry out the checks.
- 27** In line with the Whole Family Action Plan, there is an expectation that the employer will provide information relating to their child's progress as part of the initial Needs Based Assessment (NBA) and any subsequent reviews.
- 28** There may be a situation where we receive information or allegations from an organisation or the public (perhaps anonymous) about a worker you employ. If the LA decide that, the information received should be shared with the direct payment recipient, this will be in writing. The disclosure of information that may include details which have or have not been proven or are not evident from a DBS check could still be considered to warrant further investigation (about that worker) by you as their employer. You may need to consider taking immediate measures such as a suspension or termination of the worker's services. You should take careful note of any written disclosures we make. We recommend that you consider the situation and the safeguarding concerns for the welfare and safety of the child or children affected, seeking if you need to your own legal advice and/or direction from social services and/or the police. We will expect you to acknowledge our disclosure.
- 29** In circumstances where a child is under the age of 8, it is illegal for a paid worker to care for a child in the worker's home for 2 hours or more, unless he or she is registered as a childminder or foster carer. As the employer, it is the

recipient's duty to ensure that any worker has the appropriate registration and complies with all statutory regulations. Any other adults residing in the worker's household must have a satisfactory, valid DBS check (enhanced and barred list) if the child is to be cared for in the same household.

**30** In circumstances where a child does go to a worker's home (e.g. a child 8 or over), it is the recipient's duty (as employer) to ensure that the home is a safe environment for the child, including (but not exclusively) consideration of fire safety and any access arrangements. All adults in the worker's household must have a satisfactory, valid DBS check (enhanced and barred list).

**31.** As an employer, it is your responsibility to ensure that employees are suitably trained and experienced to provide care and support for your child or young person. Short Break Officers will provide information on training offered by the LA.

Yours sincerely

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Acceptance

We have read and understand these terms and accept the payment on the terms of this letter

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Parent/Carer signature

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Print name

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Local Authority representative signature

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Print name