

Education, Health and Care Plan Personal Budget: Direct Payment Agreement

**Education, Health and Care Plan for:
Personal Budget: Agreement and Terms and Conditions for Direct Payments**

This agreement is dated	
is made between	
City Of York Council, SEND services West Offices Station Rise YO1 6GA	and:

DEFINITION OF TERMS

Assessment	The Education, Health and Care Needs Assessment under the terms of the Children and Families Act 2014 and associated regulations
Close Relative	Parent, parent-in-law, aunt, uncle, grandparent, son, daughter, son-in-law, daughter-in-law, stepson, stepdaughter, brother, sister or the spouse or partner of any of these.
CYC	City of York Council
Designated Bank Account	A separate bank or building society account used specifically for receiving the Direct Payment and any payments made for provision funded through the Personal Budget.
Direct Payment	The payments to be made by City of York Council to enable the Recipient to arrange the Provision detailed in the Personal Budget.
Education, Health & Care Plan	An Education, Health and Care (EHC) plan is put in place for children and young people aged up to 25 who need more than is available through special educational needs support. EHC plans identify educational, health and social needs and set out the additional support to meet those needs. The document is co-produced by the family, educational setting and the local authority and finalised by the Education, Health and Care Panel within CYC.
Employee	Any individual employed by the Recipient to support a child or young person paid for through Direct Payments for the personal budget, for example a personal assistant or personal tutor.

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Independent Advice and Support	City of York must provide information about organisations that may be able to provide advice and assistance to help parents and young people to make informed decision about Personal Budgets.
Payment	The sum of money which is determined by the Council as representative of the cost of specific provision to meet identified outcomes supported through a personal budget, at the date of the Agreement and then revised from time to time as part of the on-going review of the Education, Health and Care Plan.
Personal Budget	For children and young people with Special Educational Needs and Disability (SEND) a personal budget is an amount of money identified by the local authority to deliver all or some of the provision set out in an Education, Health and Care Plan (EHCP). This budget can only support provision that enables the child or young person to meet the outcomes identified in the EHCP. A Personal Budget can be fully or partly paid for by Direct Payments.
Personal Budget Finance Coordinator	Key point of contact within CYC for the Recipient for financial management of the Personal Budget.
Provision	The provision funded through the Personal Budget to meet the child/young person's needs and supports the identified outcomes in the Education, Health and Care Plan.
Recipient	The named individual who receives the Direct Payments from the council to arrange and pay for provision identified in the child/young person's Education, Health and Care Plan.
Recipient's Account	The Bank/Building Society Account opened by the Recipient and maintained by the Recipient exclusively for the purposes of this Agreement.
Regulated Activity	The activities undertaken by the volunteer/employee with a child or an adult set out in the Protection of Freedoms Act 2012, that make the role eligible for a Disclosure and Barring Service (DBS) check.
Schedule	The Schedule to this Agreement.

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INTRODUCTION

1. City of York Council (CYC) has carried out an Assessment of Education, Health and Care Needs and determined that the Recipient's needs as identified in the Education Health and Care Plan should be met.
2. The CYC and the Recipient have agreed that the Recipient should take direct responsibility for the identified provision supported through the personal budget (which may or may not be all the provision which is necessary to meet all the needs identified in the Education, Health and Care Plan).
3. All Recipients should be made aware of their right to Independent Advice and Support. In the first instance requests for information and advice can be made to York SENDIASS www.yor-ok.org.uk/SENDIASS email: Yorksendiass@york.gov.uk
4. The Recipient has agreed to make all the necessary arrangements to ensure the provision is in place, with support if required.
5. CYC has agreed to make the arrangements to fund Provision through Direct Payments, detailed in the Education, Health and Care Plan and set out in this Agreement.

THE AGREEMENT

City of York Council Obligations

1. City of York Council agrees:
 - 1.1 To make the Payment direct into the Recipient's Account in accordance with the details listed in the Direct Payments Schedule (EHCP/DP1).
 - 1.2 To meet the agreed priority needs of the Recipient as set out in the Education, Health and Care Plan if the arrangements made by the Recipient break down for any reason.
 - 1.3 To review the Personal Budget annually or more frequently if required by the Recipient, or when an Education, Health and Care Plan is reviewed and the needs/outcomes/provision for the child/young person named in the plan changes.
 - 1.4 To provide details of where the Recipient can access Independent, Support and Advice.
 - 1.5 To identify a main point of contact within the Local Authority for the financial management and review of the Personal Budget.
 - 1.6 To undertake Disclosure and Barring Service (DBS) checks for recipients of

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Direct Payments if and when required. The Council requires a check being undertaken where staff will be employed to work with children or adults in 'regulated activity' (The Protection of Freedoms Act 2012) or in a household where they will have regular contact with children. Checks will also be required for those working with young adults in 'regulated activities'*.

The Recipient's Obligations

2. The Recipient agrees:
 - 2.1 To open a designated bank account solely for the purpose of receiving regular payments and to allow the Council and its staff access to this account for monitoring purposes at any time. Copies of Bank Statements should be provided at regular intervals as specified in the Agreement.
 - 2.2 To maintain the designated bank account for a period of at least six months after the date on which the Recipient ceases to receive the Payment or any part of it.
 - 2.3 To maintain a proper record of provision paid for by Direct Payments using form EHCP/DPIi (attached) or similar and submitting this record for scrutiny /monitoring purposes, when requested by the Council, this will be at least annually and be specified in the Agreement.
 - 2.4 To use the Payment only to secure the identified provision within the Education, Health and Care Plan. To reimburse the Council any part of the Payment which has not been used to secure the provision to meet the child or young person's outcomes.
 - 2.5 NOT to employ their partner (i.e. the other member of a married or unmarried couple) or a close relative living in the same household as the Recipient or child/young person named in the Education, Health and Care Plan. N.B in exceptional circumstances this requirement may be waived but any exception to this arrangement must be agreed with CYC and clearly documented.
 - 2.6 To notify CYC immediately or as soon as possible thereafter of any changes in circumstances relevant to this Agreement.
 - 2.7 Where a young adult between 18 and 25 years has an allocated direct payment through adult social care they may be liable to charges for services dependent on their income. The Recipient must accept liability for any charges under the Council's charging policy. This will not affect children and young people receiving Personal Budgets aged 0-18yrs.
 - 2.8 To take out appropriate levels of employment liability insurance in line with payments made by the Council as part of this agreement.

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- 2.9 That the benefit of this Agreement is personal to the Recipient and cannot be used to benefit any third party.
- 2.10 Where the Direct Payment is related to the purchase of equipment the recipient agrees to add the item of equipment to their Household Contents Insurance Policy. Where this results in an increased annual insurance premium, this amount may be paid through the Direct Payment.
- 2.11 To agree to cover the costs of any applicable servicing of equipment purchased using a Direct Payment and agree to maintain and service the equipment on an annual basis or as recommended.
- 2.12 If an item of equipment were subject to an action of wilful damage, the Council would reserve the right not to agree a further direct payment to replace the item. In instances such as this the recipient agrees to receive (would this be to replace items where there has been wilful damage) replacement items in line with the Council's usual policies and procedure.
- 2.13 If the need for the equipment ceases, the recipient should inform the council who may remove it and re use as appropriate. The recipient may request that the Council remove and re-cycle/dispose of the item(s).
- 2.14 To request City of York Council to undertake Disclosure and Barring Service (DBS) checks if this is required
- 2.15 That they have been fully informed of their right to seek independent advice and have provided with contact information for available organizations by the council.

Joint Agreement

3. The Council and the Recipient agree that:
 - 3.1 The Council's complaints system be used to resolve any disagreement between the parties over the operation of this Agreement or any other related matters.
 - 3.2 Without prejudice to clauses 3.8 - 3.12, if either party wishes to terminate this Agreement, that party will give the other not less than four weeks notice in writing to expire at any time.
 - 3.3 If notice of 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 as soon as possible.

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- 3.4 To repay to 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 an invoice requesting payment.
- 3.5 Payments to Employees may be varied in the following manner and should form part of their Contract of Employment:
- Unplanned Hospitalisation – the first four weeks will be on full payment and thereafter the Employee will either receive a retainer of half their wages or take it as part of their annual leave entitlement.
 - Unplanned Emergency Short Breaks for the child or young person. The first week will be on full payments and thereafter the Employee will receive a retainer rate of half pay or take it as part of their annual leave entitlement.
 - Planned Short Breaks for the child or young person. During such periods, provided the Employee has been notified at least four weeks in advance, they will receive a retainer rate of half pay or take it as part of their annual leave entitlement.
- 3.6 The Recipient shall have the benefit of any interest which may accrue and be responsible for any bank or other charges due in respect of the operation of the Designated Bank Account for the Direct Payments
- 3.7 Any relationships entered into by the Recipient with a Provider using the Payment is an exclusive arrangement between the Recipient and the Provider.
- 3.8 Both City of York Council and the Recipient will comply with all current and future legislation relevant to 2014 Children and Families Act and the 2014 Care Act.
- 3.9 Variations to this Agreement must be in writing and by the agreement of both parties.
- 3.10 City of York Council may terminate this Agreement immediately if the Recipient:
- a) is in material or persistent breach of the terms and conditions of this Agreement;
 - or*
 - b) is not spending the Payment on the Provision in accordance with this Agreement.
- 3.11 In the event of termination by City of York Council under 3.10 above, the Council may provide up to four weeks' Payment where, notwithstanding the breach, there is still good reason for Payment to be made.

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3.12 This Agreement will automatically terminate on the date of death of the Recipient or the child or young person receiving support through a Personal Budget. The Council will however meet the cost of any pay in lieu of notice as per the employment contracts and authorise the payment of redundancy sums from the customer's residual balances.

The above agreement must be signed by:

- the Recipient
- a member of City of York Education, Health and Care Panel
- the relevant practice manager in social care (where this agreement also covers Direct Payments for Social Care Personal Budget).

Signed by the Recipient

SIGNED	
NAME	
DATE	

Signed for and on behalf of the City of York Council Education, Health and Care Panel

SIGNED	
NAME	
ROLE	
DATE	

Signed for and on behalf of the City of York Council Child or Adult Social Care Service

SIGNED	
NAME	
ROLE	
DATE	

Schedules annexed to this Agreement:

1. Section 7.2 . From the child/young person's statutory Education, Health and Care Plan (EHCP)
2. The EHCP Direct Payments Schedule (Form EHCP/DPi)
3. Timesheet (EHCP/DPii)
4. Record of Provision and Expenditure (EHCP/DPiii)

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EHCP / DPi

EDUCATION, HEALTH & CARE PLAN (EHCP) PERSONAL BUDGET: DIRECT PAYMENTS SCHEDULE

- To be read in conjunction with the Agreement for Direct Payments for an Education, Health & Care Plan Personal Budget.
- Be clearly linked to specific outcomes in the child/young person's EHCP - one off payments and regular termly payments will vary according to the provision required to meet the identified outcomes.
- Updated at least annually and if EHCP personal budget is reviewed.
- The personal budget is agreed by the named recipient, young person (where appropriate) and the Education, Health and Care Panel.

Personal Budget for Academic Year	
Start date for current budget:	
Name of child/young person with EHCP	
Direct Payment Recipient:	
Address of Recipient	

1. Designated Bank Account Details

Bank Name	
Sort Code	
Account Number	
Account Name	

2. Amounts Payable

<i>Cut and paste detail from EHCP7.2</i>
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3. Agreed Payment Schedule:

date	amount

4. Monitoring / Review details:

Dates to submit financial records	
1	
2	
3	

Date of Next Financial Audit	
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5. Personal Budget Finance Co-ordinator:

Name	
Contact details (email and phone)	
SIGNATURE	

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EHCP/DPii

Summary of Provision/Timesheet

Name of Employee	
Provision	
4 week period commencing	

Week Commencing	HOURS WORKED							Employee's Signature
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	

Employer's Statement: I confirm that the hours recorded above are correct for the period stated.	
Signed	
Date	

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EHCP/DPIii

Education, Health and Care Plan – Personal Budget - Direct Payments Financial Record

At the specified review dates, this forms/or a similar record of expenditure must be sent to the NAMED PERSONAL BUDGET FINANCE COORDINATOR

Expenditure

Date	Cheque No.	Amount	Payee	Detail
TOTAL			For each cheque drawn, the number should be entered, the amount and the payee.	

	£
Balance brought forward	
Add monthly income	
Less monthly expenditure	
Balance carried forward	

At the end of the month the balance should be calculated by adding the income to the balance brought forward from the previous month, and deducting the monthly expenditure.