

Appendix 2

Merton and Wandsworth Clinical Commissioning Groups

Personal Health Budgets

Direct Payment Agreement

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Personal Health Budgets Direct Payment Agreement

This document forms the “Agreement” between:

(1) NHS Merton Clinical Commissioning Group and/or NHS Wandsworth Clinical Commissioning Group both of 120 Broadway, Wimbledon, London. SW19 1RH;

and

(2) (insert name of Client) of [insert Client Address] (hereafter the “Client”)

for the provision of continuing healthcare services through a personal health budget direct payment which is pursuant to Section 12A of the National Health Service Act 2006 (as amended by Health and Social Care Act 2012) and the National Health Service (Direct Payments) regulations 2013, as amended.

1. Interpretation

1.1 In this Agreement the following words shall have the following meanings.

1.1.1 "Care Quality Commission" shall mean the independent regulator of all health and social care services in England

1.1.2 The "CCGs" shall mean either NHS Merton Clinical Commissioning Group or NHS Wandsworth Clinical Commissioning Group as the context requires, or such subsequent organisation which may hold the responsibility for commissioning continuing healthcare services for patients within the boroughs of Merton and Wandsworth.

1.1.3 "CHC" shall mean the provision of continuing healthcare services through a PHB, to be provided in accordance with the guidance given in the "National Framework for NHS Continuing Healthcare and NHS-Funded Nursing Care 2018", arranged and solely funded by the NHS.

"Client" shall mean a person to whom the CCGs consider it necessary to arrange CHC or Continuing Care for Children, as further identified at (2) above.

1.1.4 "PHB" shall mean the Personal Health Budget for the Client and shall have the same meaning as set out in "Guidance on Direct Payments for Healthcare: Understanding the Regulations" published by NHS England in March 2014 and the NHS Commissioning Board and CCGs (Responsibilities and Standing Rules) Regulations 2012 and the NHS(Direct Payments) Regulations 2013.

1.1.5 "Notional PHB Budget" shall mean a personal health budget managed directly by the CCGs.

1.1.6 "Nominee" shall mean the person identified in clause 4 of this Agreement as being a person nominated to receive the Direct Payment on behalf of the Client.

1.1.7 "Direct Payment" shall mean the relevant sums of money identified in Table 1, Table 2 and/or Table 3 of Schedule 1 (as varied and/or updated from time to time) to be paid to the Client (subject to the terms of this Agreement) in order that the Client shall purchase the healthcare identified in Table 1, Table 2 and/or Table 3 of Schedule 1 (as varied and/or updated from time to time).

1.1.8 "Representative" shall mean the person identified in clause 3 of this Agreement as being authorised to manage the affairs of the Client where the Client lacks the capacity to manage their own affairs in accordance with the Mental Capacity Act 2005.

1.1.9 "Support Plan" shall mean the range of services identified to meet the Client's needs found in Schedule 1 of this Agreement.

1.1.10 "Case Manager" shall mean the CCGs' employee or representative assigned to assess the Client's needs on an on-going basis to be identified by the CCGs to You from time to time in accordance with clause 5 of this Agreement.

1.1.11 "Bank Account" shall mean the bank account specified at Schedule 3 as being the account into which the CCG shall pay the Direct Payment into, subject to change as agreed by the CCGs.

1.1.12 "You and Your" shall mean the Client, the Representative or the Nominee either together or independently as may be required by the terms of this Agreement.

1.2 Unless stated otherwise in this Agreement all references to the plural shall include the single and vice versa and reference to the masculine shall include the feminine and vice versa.

2. Purpose and Scope of the Agreement

2.1 An assessment of the Client's health and wellbeing needs has been carried out and the CCGs confirm that the Client is eligible to receive those services identified in the Support Plan.

2.2 The Client confirms that they wish to assume responsibility for procuring all or part of the care and support identified in the Support Plan through a PHB direct payment, so as to have more choice and control over their own care and support.

2.3 The purpose of this Agreement is to set out the responsibilities of both the CCGs and the Client who is receiving the Direct Payment.

2.4 Signing this Agreement gives rise to formal, binding legal obligations on the Client and therefore the terms of the Agreement should be considered carefully. If You have any concerns as to the terms, meaning or consequences of any part of this Agreement then You should consider engaging a qualified English solicitor to provide appropriate legal support.

3. Representative

3.1 Where the Client has been deemed to lack capacity to make decisions in relation to services in respect of which PHB direct payments may be made before the commencement of this Agreement, under the Mental Capacity Act 2005, a Representative shall be appointed to legally receive and manage the Direct Payment. The Representative shall sign and agree to the terms of this Agreement on the Client's behalf.

3.2 The Representative must be approved in advance by CCGs prior to signing this Agreement.

3.3 If during the term of this Agreement, the Client is assessed and subsequently deemed to lack capacity under the Mental Capacity Act 2005, then a Representative may be appointed, subject to the prior approval of CCGs.

3.3.1 If appointed under clause 3.3 then the Representative will be required to sign a counterpart to this Agreement before acting as Representative and the appointment as Representative shall take effect from such date as the CCGs specify in writing to You as being the effective date of appointment of the Representative.

3.4 The Representative may cease to be appointed in such role at any time by giving the CCGs no less than 28 days' written notice.

3.4.1 Upon receiving written notice from the Representative pursuant to clause 3.4, and providing that the Client is still deemed to have capacity, the CCGs will discuss with the Client alternative representation arrangements.

3.4.2 If the Client has been deemed to lack capacity in accordance with clause 3.1, then upon receiving notice from the Representative as at 3.4, the CCGs will undertake a review of the Client's CHC. The CCGs reserve the right in this situation to retain the PHB on a notional basis; or terminate this Agreement with immediate effect in accordance with clause 6.

3.5 In signing a counterpart to this Agreement pursuant to clause 3.3.1, the Representative agrees to be bound by the terms of the Agreement. For clarity, the Representative shall:

3.5.1 be bound by such provisions as relate to the Representative; and

3.5.2 where applicable (as determined in the sole discretion of the CCGs) comply with such terms of the Agreement as relate to the Client as if the Representative were the Client.

3.6 You acknowledge and confirm that the appointment of a Representative shall not affect or prejudice any claim or demand that the CCGs have against You relating to matters occurring before such appointment.

3.7 The Representative's details (if applicable) are as follows;

Representative:

Address:

Relationship to the Client:

4. Nominee

4.1 If the Client or the Representative prior to the commencement of this Agreement wish to appoint another individual to receive the Direct Payment and manage the Client’s PHB, said individual will be the Client’s Nominee and they shall sign a counterpart to this Agreement and agree to the terms of the Agreement.. For the avoidance of doubt, the Client or the Representative shall also sign and agree to the terms of the Agreement.

4.2 The Nominee must be approved in advance by the CCGs prior to signing of this Agreement.

4.3 The Client or the Representative may at any time during the term of this Agreement, appoint a Nominee, subject to the prior approval of the CCGs.

4.3.1 If appointed under clause 4.3 then the Nominee will be required to sign a counterpart to this Agreement before acting as Nominee in accordance with clause 4.1.

4.4 The Nominee may at any time cease to be appointed in this role upon giving the CCGs no less than 28 days’ written notice.

4.5 In signing a counterpart to this Agreement pursuant to clause 4.1 or 4.3.1, the Nominee agrees to be bound by the terms of the Agreement. For clarity, the Nominee shall:

4.5.1 be bound by such provisions as relate to the Nominee;

4.5.2 receive the Direct Payment on behalf of the Client; and

4.5.3 where applicable (as determined in the sole discretion of the CCGs) comply with such terms of the Agreement as relate to the Client as if the Nominee were the Client.

4.6 You acknowledge and confirm that the appointment of a Nominee shall not affect or prejudice any claim or demand that the CCGs have against You relating to matters occurring before such appointment.

4.7 The Nominee’s details (if applicable) are as follows;

Nominee name:

Address:

Relationship to the Client:

5. General Conditions of Agreement

5.1 This Agreement may not be varied except by agreement in a document signed by or on behalf of each of the parties to the Agreement.

5.2 No variation of this Agreement may be agreed by the parties unless and until one party has given 4 weeks written notice of the proposed variation.

5.3 If You have any objection to any decisions made by the CCGs during the term of this Agreement, then You have the right to contact the CCGs in writing detailing Your objections.

5.3.1 The CCGs shall acknowledge the objection within ten working days of receipt. The acknowledgement will include details of how the CCGs will investigate the decision and respond to You within twenty eight working days of the date of acknowledgement. The decision of the CCGs is final subject to Your right to make a complaint in accordance with clause 5.4.

5.4 You have the right to make a complaint against the CCGs in any form, and this must be done through CCGs complaint process.

5.5 If the CCGs suspect that there is any misuse of the Direct Payment, the CCGs reserve the right at any time to:

- Arrange for a third party or accountancy service to take over the management of your Direct Payment
- Withdraw the Direct Payment and transfer You onto a notional PHB arrangement, managed directly by the CCGs;
- Withdraw the Direct Payment and transfer You to an alternative NHS commissioning arrangement;
- Recover any monies You have not spent in accordance with the Support Plan and take legal action to recover any misused funds.

5.6 The CCGs reserve the right to suspend or withdraw the Direct Payment should the CCGs not be able to contact You for a consecutive period of 4 weeks or more.

5.7 You will:

5.7.1 be responsible for all contracts or arrangements entered into on Your behalf and secured by means of the Direct Payment;

5.7.2 use the Direct Payment in accordance with the Support Plan;

5.7.3 comply with this Agreement, the relevant regulations and guidance; and

5.7.4 act in the best interests of the Client.

6. Termination of Agreement

6.1 The CCGs reserve the right, in the following circumstances, to terminate this Agreement with immediate effect;

6.1.1 Following a review of the Client's circumstances in accordance with clause 11 and/or Schedule 1.

6.1.2 Where they reasonably suspect that theft, fraud or another offence has been committed;

6.1.3 If You refuse to manage the Client's PHB;

6.1.4 If the CCGs consider that You are unable to manage the Client's PHB;

6.1.5 Where the CCGs suspect that You have used the Direct Payment for any of the following;

- a. Supply or procurement of alcohol or tobacco; or
- b. Provision of gambling services or facilities; or
- c. To repay a debt otherwise than in respect of services specified in the Support Plan; or
- d. Primary medical services provided by general practitioners; or
- e. Public health services such as vaccination or immunisation programmes, screening, national child measurement programme or NHS Health Checks: or
- f. NHS charges such as prescription or dental charges; or
- g. Urgent or emergency treatment services including any unplanned hospital admissions; or
- h. Surgical procedures; or
- i. Anything illegal or unlawful.

6.2 In the event of the Client's death this Agreement will end with immediate effect, and the CCGs will work with the Representative or Nominee, the relevant service provider/and the executor of the Client's estate to fulfil any on-going contract obligations, such as the termination of contracts You have entered into for the provision of care services, and to close the PHB arrangement.

6.2.1 In the event of the Client's death any unspent portion of the PHB remaining in Your account remains the property of the CCGs and will not form part of the Client's estate.

7. Financial Procedures for Personal Health Budgets

7.1 You are required to keep a separate bank account, to which the Direct Payment will be paid. This bank account must only be used for receiving, spending and managing Your PHB or, where applicable a social care personal budget or such other funds which are paid to You for the benefit of your health and social care from a statutory organisation in the United Kingdom.

7.2 You confirm that the Direct Payment will be paid into the account, specified at Schedule 3.

7.3 The Direct Payment cannot be transferred into any other bank account for any other purpose. Only named persons approved by the CCGs may have access to the designated bank account.

7.4 The Direct Payment will be paid into the Bank Account by the CCGs on a monthly basis or at such intervals as the CCGs deem fit.

7.5 The CCGs may also agree, at their sole discretion, to make single one-off payments into the Bank Account to meet particular care or support needs that the Client has that have not been defined in the Support Plan.

7.6 The CCGs will monitor Your PHB expenditure, and reserve the right to audit the account and to recover funds that are not regularly used to provide for the Client's health and wellbeing needs as described in the Support Plan.

7.6.1 If the Client accumulates a surplus of their PBH in their Bank Account that exceeds two months value of the annual PBH sum, then the CCGs reserve the right to contact You to review Your Support Plan.

7.6.2 Subject to clause 7.6.1, the CCGs may decide to recover any surplus funds from You, and if so, will write to You to inform you of their decision and how the recovery of the surplus will be managed.

7.7 Direct Payment funds remain the property of the CCGs until they are spent in accordance with Your Support Plan. If the Direct Payment is ceased for any reason, all unused funds must be repaid to the CCGs with immediate effect.

7.8 If the PHB direct payment stops for any reason, all rights and liabilities acquired or incurred as a result of a service purchased by the Direct Payment will transfer to the CCGs.

7.9 The funding allocation for Your PHB is included within the Support Plan.

8. Responsibilities of the CCGs

8.1 The CCGs will assist You to write a Support Plan, recording the Client's health and wellbeing needs, and the desired outcomes to be achieved using the PHB.

8.2 The CCGs will provide You with a named Case Manager who will be responsible for;

- Managing the assessment of the Client's health and well-being needs
- Ensuring the Client has an agreed Support Plan
- Arranging for a review of the Client's health and wellbeing needs at least annually
- Liaising with You on behalf of the CCGs on matters relating to the Client's PHB
- Assessing whether a Direct Payment is appropriate
- Assessing the impact of the Direct Payment on You
- Assessing whether a Direct Payment represents value for money in the arrangement of services for You.

8.3 The CCGs will fund the Client's health and wellbeing needs as detailed in the Support Plan by way of a Direct Payment.

8.4 At the outset of this Agreement the CCGs will inform You of the PHB direct payment allocation including any 'start-up' or other one-off costs that we have agreed we will pay You for.

8.5 The CCGs will pay Your Direct Payment directly into the agreed bank account each month or at such times otherwise agreed with You.

8.6 The CCGs will provide You with support, advice and information to help You to manage the Direct Payment.

8.7 The CCGs will agree with You the arrangements regarding the ownership, and costs of the purchase, repairs, insurance or replacement for any equipment You require as agreed as part of Your Support Plan.

8.8 The CCG will undertake a review of the Client's health and wellbeing needs at least once a year with You. The CCG may ask another organisation to carry out the reviews on their behalf. Any information provided for this review will remain confidential.

8.8.1 Subject to the result of this review, the CCGs reserve the right to vary Your Support Plan and Your Direct Payment allocation.

8.9 The PHB allocation is intended to meet all of the needs identified in Your Support Plan. You must not overspend Your PHB. If You consistently overspend or underspend on Your PHB allocation, the CCGs will review the Client's needs to ensure that the PHB has been calculated correctly.

8.9.1 Subject to the result of this review, the CCGs reserve the right to vary Your PHB

8.9.2 In the event that the CCGs decide to reduce Your PHB, the CCGs will provide you with a minimum period of 4 weeks' notice in writing.

8.10 The CCGs will uphold the requirements of the Data Protection Act 1998 with regard to sharing any of Your personal information with other interested or appropriate third parties as required for the management of Your PHB.

8.11 The CCGs are not responsible for any claims, damages, losses, liabilities, costs, expenses and demands arising from the support or care provided to You by providers employed or engaged by You using the direct payments.

8.12 If the CCGs become aware of safeguarding concerns, we have responsibility to raise these with the appropriate authorities. The CCGs may make such a referral without further notice to You.

9. Your Responsibilities

9.1 You may request a change to Your Support Plan at any time; however no change will be effective until it has been agreed in writing by the CCGs, in accordance with the variation process described in clauses 5.1 and 5.2.

9.2 You agree that the Direct Payment is to be used solely for the purchase of care as identified in Schedule 1 and may not be used for any other purpose. If the CCGs suspect that You are using or have used Your Direct Payment for any other purpose at all, including but not limited to those listed at clause 6.1, the CCGs reserve the right to terminate this Agreement with immediate effect in accordance with 6.1.

9.3 Your PHB direct payment must not be spent on anything that is not detailed in Your Support Plan unless a variation to the Support Plan has been agreed with the CCGs in accordance with the terms of this Agreement.

9.5 If You do not spend the PHB, as detailed in the Support Plan, the CCGs may withdraw the PHB and/or arrange for someone else to take over the management of Your PHB. The matter may also be referred to the NHS Counter Fraud Service for further investigation.

9.6 Each calendar month, or upon request by the CCGs or the Case Manager, You must forward to the CCGs or the Case Manager a copy of the statement for the bank account together with details of how the Direct Payment has been spent. You must clearly detail the amount of money spent, and the dates and details of the goods/services purchased. Failure to maintain proper records may lead to the withdrawal of Your PHB.

9.7 The CCGs may ask, at any time, for further information about how You have spent the Direct Payment money and You shall promptly provide such information along with supporting documents (where applicable).

9.8 You must keep evidence of all the money You spend including; receipts, invoices, copies of staff timesheets/hours worked, payroll records (including submissions to HMRC if You directly employ staff), bank statements and other documents associated with Your Support Plan. These records must be kept for at least six years.

9.9 You must produce all evidence at 9.8 upon request from the CCGs or the Case Manager. This evidence can be requested for any purpose.

9.10 You should only make cash withdrawals from the bank account in exceptional circumstances. Any such cash withdrawal must be agreed with the Case Manager in advance. You must keep all records and receipts of the cash withdrawal and its use.

9.11 You may not use the Direct Payment to fund private healthcare where that same healthcare is reasonably available from and can be suitably provided via existing NHS health services.

9.12 You will not “top up” or add to the Bank Account with Your, other family or other third party resources/money.

9.13 You must notify the CCGs if there are any significant changes to the Client’s health as soon as reasonably practicable, (e.g. if the Client has to go to hospital, or is no longer able to manage the PHB).

9.14 If payment is not required for 28 days or more, (e.g. the Client is admitted to hospital, care home or nursing home) then You are required to notify the CCGs. In these circumstances the CCGs

reserve the right to review Your PHB and may suspend or discontinue Your Direct Payment payments.

9.15 You must inform the CCG of any change in Your circumstances, if You:

- change address or contact details
- leave the country for a period of more than 4 weeks
- no longer require the Direct Payment due to a change in Your needs or circumstances (including admission to hospital, care home or nursing home).

Failure to notify a change in Your circumstances may result in the matter being referred to the NHS Counter Fraud Service for investigation without further notice.

9.16 If You are using a payroll service to pay any personal assistants or employees, an accredited and reputable payroll service must be used.

9.17 You must ensure that the Support Plan is sufficiently robust and that You have the care when you need it. Any items required to ensure that Your Support Plan is resilient and robust must be included within Your Support Plan.

9.18 You will ensure that any staff/personal assistants who are employed by you to provide services funded by the Direct Payment have received relevant and up to date training as outlined in the Support Plan; and that appropriate certificates/evidence are available for the CCGs to review. All training requirements as agreed and detailed in Your Support Plan will be funded by the CCGs.

9.19 If You use the Direct Payment to employ someone You will ensure the use of appropriate contracts of employment. The CCGs can advise on how to obtain suitable advice and support on employment arrangements. From time to time the CCGs will review that contracts of employment are in place between You and those individuals employed to support You.

9.20 You will not employ a member of staff/personal assistant who is a close family member or a friend, or living in the same household as You, except with the agreement of the CCGs and recorded in the Support Plan in advance.

9.21 When deciding whether or not to employ someone, You must follow best practice in relation to safeguarding, seeking a Disclosure and Barring Service (DBS) certificate, satisfying yourselves of a person's identity, their legal right to work in the United Kingdom, their qualifications (including professional registration if appropriate), and taking up at least two references, ideally including their last or present employer.

9.22 You will be responsible for all legal requirements and obligations relating to the services You pay for using the Direct Payment, including meeting all HMRC requirements for any staff that You employ (i.e. income tax/PAYE). This will include, complying with all applicable employment law (including Minimum and Living wage requirements), and ensuring that any deductions of National Insurance or Income Tax are made from the staff wages and paid to HMRC in accordance with current legislation and regulations.

9.23 You are advised to seek specific advice before obtaining any services from an individual who intends to be self-employed in the provision of the service.

9.24 If You are employing staff You must maintain adequate Employer's Liability Insurance that complies with the Employers Liability (Compulsory Insurance) Act 1969. Such insurance shall have a

minimum level of £5 million. The Direct Payment will cover the appropriate costs of these arrangements. The relevant insurance policies and premium payment receipts must be produced as and when required by the CCGs.

9.25 If You are employing staff, you must ensure that the law on workplace pensions is complied with. The Direct Payment will cover the appropriate costs of these arrangements. The relevant insurance policies and premium receipts must be produced as and when required by the CCGs.

9.26 You must ensure that You have access to the appropriate skills allowing you to account for the use of the Direct Payment.

9.27 You will have due regard for the health and safety of employed staff, and will provide a safe working environment.

9.28 When employing staff You must ensure that no individuals are unlawfully discriminated against under the terms of the Equality Act 2010.

9.29 You must ensure that any employed staff are advised against sharing any third party or personal information that they may receive or view while providing services.

9.30 The CCGs, in consideration of guidance, best practice, legislation and its own review of Your needs, abilities and circumstances may refuse to provide a Direct Payment to be used to employ staff, or for any specific service if the CCGs believes it would unlikely to be in Your best interest, or exposes You or the CCGs to unnecessary risk.

9.31 You must provide, on request, any information reasonably requested by the CCGs. Such information may pertain to the employment of staff, the provision of services or the records of expenditure against Your PHB. If you fail to provide this information, then the CCGs reserve the right to review or even terminate the Direct Payment.

9.32 You must follow any reasonable instruction given to you by the CCGs in relation to the PHB, Your Support plan and the care You purchase. This may extend to termination of some elements of the care you have purchased, removal of members of staff appointed or any other reasonable change intended to ensure Your safety, the effectiveness of the services You purchase and the appropriate expenditure of NHS funds. If you fail to follow any reasonable instruction given by the CCG then the CCG reserve the right to review or even terminate the PHB.

10. Additional Provisions regarding Representatives/Nominees

10.1 In addition to the responsibilities found at clause 9, the Representative and or Nominee, if appointed, agree to adhere to the following provisions set out in this clause 10.

10.2 The Representative/Nominee shall at all times act in the best interests of the Client. This includes, as far as reasonably practicable, encouraging and permitting the Client to have the fullest input possible into decisions affecting them.

10.3 The Representative/Nominee shall inform the CCGs immediately should they at any time wish to discontinue managing the Client's Direct Payment.

10.4 The Representative/Nominee may manage the Client's Direct Payment on their own or with assistance, provided that this is agreed in advance with the CCGs and this is stated in the Client's Support Plan.

10.5 The Representative/Nominee shall inform the CCGs immediately if, any time, the Client regains capacity either on a temporary or long-term basis.

10.6 If the Client is deemed to have regained capacity, then the Representative/Nominee may continue to receive the Direct Payment for a period of 6 weeks from the date they informed the CCGs at 10.5. The Representative/Nominee shall, during this period, ensure that the Client is allowed to make decisions as to how the Direct Payment will be managed. After this 6 week period has expired, the temporary arrangement will be reviewed.

10.7 If the Case Manager is satisfied that the Client has regained capacity on a permanent or long term basis, then the Direct Payment will cease to be managed by the Representative and will be managed by the Client directly, or by the Nominee.

11. Variation to the Support Plan

11.1 The Clients' Support Plan and their needs will be reviewed not less than annually; however the CCGs acknowledges that the Client's needs may change at any time. If You believe that the Client's needs have changed or that their care could be provided in a better way You may contact Your Case Manager and request a variation to the Client's Support Plan.

11.2 Following a request for a variation to the Client's Support Plan under clause 11.1 above, the Case Manager will review the requested variation, giving consideration to the benefit to the Client and the any additional cost in meeting the Client's care needs. The Case Manager will decide if the requested variation is beneficial in meeting the Client's care needs, whether the cost is proportionate to the benefit gained and the variation is within the range of services generally available for CHC patients in Merton and Wandsworth.

11.3 Where the Case Manager agrees the variation under clause 11.2 above they will amend the Support Plan in Schedule 1 to take into account the agreed variation and shall agree with You the date from which the varied service shall be effective from.

11.4 Where the Case Manager Does not agree to the requested variation in accordance with clause 11.2 above, they will inform You that the variation has not been agreed and may propose an alternative variation to the Support Plan. If You agree to the alternative variation to the Support Plan the Case Manager will amend the Support Plan in Schedule 1 to take into account the agreed variation and shall agree with You the date from which the varied service shall be effective from.

12. Use of personal information

12.1 In order to provide You with high quality and safe care the CCGs may need to use Your personal data, e.g. Your name, address and NHS number, for a number of purposes.

These purposes include:

- Reviewing Your care for safety and in provision of direct healthcare.
- The processing of invoices and payments for purchasing Your care.
- Contributing to research and service evaluation related to Personal Health Budgets.

12.2 The CCGs may also share information with other bodies which are responsible for auditing and administering public funds.

12.5 The CCGs remain responsible for any use of your personal information for the administration of personal health budgets and is the data controller of this information.

13. Entire Agreement

13.1 The Agreement together with its Schedules constitutes the entire agreement between the CCGs and the Client in respect of the PHB and supersedes any previous arrangement, understanding or agreement between the CCGs and the Client.

14. Governing Law

14.1 This Agreement is governed by and shall be construed in accordance with the laws of England.

15. Jurisdiction

15.1 The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of England.

By signing this Agreement, the parties agree to the terms as described above:

.....

Signed

.....

Print Name

.....

Date

.....

Address

.....

Signed by Representative/Nominee (if applicable)

.....

Print Name

.....

Date

.....

Address

.....

Signed for the CCGs

.....

Print Name

.....

Date

.....

Designation

PERSONAL HEALTH BUDGET SUPPORT PLAN

Section 1: My Details			
Name:		Date of Birth:	
Address:		Contact Number:	
		Emergency contact number:	
NHS Number:		NI Number:	
What I like to be called?			
My first language is?			
My communication needs are?			
I have an advocate, their name is?			
Important information relating to my beliefs and culture			
Next of Kin & Closest Relatives			
Name	Relationship	Contact Details	
Main Carer and others involved in care			
Name	Relationship (please state if paid or unpaid carer)	Contact Details	If the carer is unpaid, has a carer's assessment been completed?

Professional Contact Details			
Person Involved	Job Title	Contact details	Lead clinician coordinating? (please tick)

Section 2: About Me

This section is about you, what matters to you and what makes you content and fulfilled. Thinking about your past experiences can help to think about what is important to you, what you want for your future, and how you want to be supported.

What is important to me?

What are my goals and aspirations for now and the future?

Section 3: My Health Journey

In this section you can record information about your health condition/s and how it/they affect you on a day-to-day basis. Think about physical symptoms, how it affects your independence, side effects of treatment, any family or social issues, and how it affects you emotionally. You can also record information about the current treatment or support you receive and your wishes and preferences about your treatment or support.

My Health Condition/s

How my condition/s affect me?

The current treatment for my health condition/s

My wishes and preferences for the treatment and support

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Section 4: Things I want to change or achieve – my outcomes and priority issues

In this section you can describe the things that work well for you that you want to keep or maintain and the things that aren't working well that you wish to change. It's helpful to first look at what is important to you and what the best support is for you, and then consider what is working, or what is not working about those areas, from your own and other people's perspectives.

What <u>is</u> working and I want to keep the same	What is <u>not</u> working that I want to change

It is really important to record the outcomes that you wish to achieve and your ideas for achieving these outcomes. It is also important that these outcomes are linked to the health needs that you have been assessed for. You should consider what your priority issues are and order your outcomes according to their importance to you.

	Outcome	My ideas for achieving this outcome
1		
2		
3		
4		
5		
6		
7		

How will I stay in control of decision making ?

It is important to record how you make decisions and stay in control of decision making about your life. The grid below can show how you have made the decisions recorded in this plan. You may also wish to record if you have any advance directives in place and where they are kept.

--

Important decisions in my life	Who will help me with these decisions?	Who will make the final decision?

Section 5: My Action Plan

This is the section where you plan how you can meet your outcomes; this is about making it happen and identifying who will arrange it. Look at each of your outcomes and decide what you need to do to achieve this: What will you do, specifically? By what time will you have done it?, Who will do it?

What	Who	By when

Section 6: How will my support be managed?

Who will manage my support and my personal health budget?

Contingency plans

How I will deal with anything that changes and how I will manage any risks. It is important to plan for any sudden changes that may happen which will require you to have more support or if your regular support is not available.

If you are going to employ your own staff what will you do when they are on annual leave or off sick?

Are there periods of time when your health condition is worse? At these times do you need more support? How will you get this support?

Risks

It is important to describe any risks that may have been identified in what you are planning to do and how these risks will be managed. It is good to explore this with your health practitioner.

Identified risks	What I will do to manage these risks

If you have PA or agency support how will this be organised, arranged and managed?

In this section you need to describe the support you require to stay healthy and safe and achieve the outcomes you have described. The timetable will show how you spend your time, or would like to spend your time and how much support you need. This does not mean that you have to do the same thing every week - you can change what you do to ensure you get the support to do the things that give your life meaning. Please detail the total paid hours in the required boxes.

	Morning (8am to 12pm)	Afternoon (12pm to 6pm)	Evening (6pm to 11pm)	Night (11pm to 8am)
Monday				
Paid Hours				
Tuesday				
Paid Hours				
Wednesday				
Paid Hours				
Thursday				
Paid Hours				
Friday				
Paid Hours				

Saturday				
Paid Hours				
Sunday				
Paid Hours				

Who will support me? (i.e. I am employing 3 PA's or I will be using an agency)

What equipment do I use for my support? (hoists, beds etc)

The training my PA's / Carers will require

It is important that any staff you employ directly or through an agency or provider organisation have specific training required to support you.

Statutory or mandatory required (i.e. moving and handling, food hygiene etc)	Specialist training required to meet your specific needs (i.e. tracheotomy care, pressure care etc)
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How will I use my personal health budget and other resources

Final PHB Cost Summary - Annual and weekly ongoing cost (Table 1)

Money in	Annually £
My Total "Indicative" Personal Health Budget	£

Money out	Outcome this will achieve, or help to achieve	Weekly £
Employer Liability Insurance		£
		£
		£
		£
		£
		£
		£
		£
		£
		£
		£
Total money out		£

Final PHB Cost Summary - One off/ Set up costs (Table 2)	
Support Planning Cost	£
Personal Assistant Recruitment Cost	£
Disclosure Barring Service (DBS)	£
Personal Assistant Training such as Mandatory Training including First Aid and CPR	£
Ongoing Budget Management Costs – to be paid when PHB package “goes live”	£
Contingency Costs (this will be reserved by the CCG)	£ 0.00
Total money out	£

Final PHB Management Support Cost (Table 3)	
Ongoing PHB Management Support Costs (Annual)	£
Ongoing PHB Management Support Costs (Weekly)	£

Who was involved in writing the support plan?

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How and when this plan will be reviewed

Who will review the plan	When the plan will be reviewed

Additional Patient Comments

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Patient agreement

I agree with the contents of this support plan and understand that relevant assessments carried out and information from my support plan will be shared with providers of my support.

Signature:	
Name:	
Date	

Support Plan approval

Name of Approver:	
Job Title:	
Organisation	
Signature:	
Date:	

CCG Budget approval	
Name of Approver:	
Job Title:	
Signature:	
Date:	

Schedule 2

NHS Merton and Wandsworth CCGs Personal Health Budget Direct Payments – Bank Details Form

CLIENT Identification Number: _____

WCCG/MCCG _____

(i.e.: Caretrack No.)

I confirm that I have opened the following Bank/Building Society account solely for the purpose of NHS Funded Direct Payments.

NB if Direct Payments is to be made to 'appointed suitable persons', the customer's name should be referenced on the account.

Payee Account Name:	
Payee Home Address:	
Bank Sort Code:	
Building Society Sort Code:	
Payee Account Number:	
Bank/Building Society Name:	
Bank/Building Society Branch Address:	

As confirmation of the above details I enclose a copy of my bank statement confirming bank details and home address.

Signed: _____

Date: _____

Please send this completed form to:

CHS Healthcare

Continuing Healthcare Team

PHB Direct Payment Service

Royal Hospital for Neuro-Disability,

West Hill,

Putney,

London,

SW15 35W

Notes:

1. Please complete the form clearly and accurately. Any errors will delay the set-up of the direct payment.
2. If possible the above information should be typed rather than completed manually.
3. The process of setting up new vendors on the Finance System takes up to a minimum of 7 working days.
4. Please also ensure that supporting original copies of your bank/building society statements are also sent to the PHB Direct Payment Service at the address above on a monthly basis until further notice.