

Personal Health Budget Policy

Policy Title: Personal Health Budget Policy

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Applies To	South West London CCG (SWL CCG), Governing Body Members, Committee Members and all staff working for, or on behalf of, NHS South West London CCG.		

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Controlled Document

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Target Audience	Governing Body Members, Committee Members and all staff working for, or on behalf of NHS South West London CCG
Brief Description	<p>The Policy sets out the South West London (SWL) Clinical Commissioning Group (CCG) offer for people who can receive a personal health budget in line with national legislation and guidance.</p> <p>The policy describes the criteria under which the SWL CCG will authorise a personal health budget through existing NHS funded services, Third Party arrangements or Direct Payments, on an individual basis, by balancing choice, risk, rights and responsibilities.</p>
Action Required	Ensure that the contents of this Policy are shared at all Team Meetings.

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1. Introduction

- 1.1. Personal Health Budgets (PHB) are a key component of the Government drive for wider personalisation of NHS care to give people greater individual choice and control over how their care is planned and delivered.
- 1.2. The PHB policy sets out the South West London (SWL) Clinical Commissioning Group (CCG) offer for who can receive a PHB in line with national legislation and guidance. It describes the criteria under which the SWL CCG will authorise a PHB through existing NHS funded services, Third Party arrangements or Direct Payments, on an individual basis, by balancing choice, risk, rights and responsibilities.
- 1.3. Within this context, SWL CCG is legally obligated and accountable for meeting their own statutory duties, for instance in relation to quality, financial resources, equality, health inequalities and public participation.
- 1.4. In making these arrangements, SWL CCG has regard to relevant law and guidance, including its duties under the National Health Service Act 2006, the Health and Social Care Act 2012, the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012; and the National Health Service (Direct Payments) Regulations 2013 (as amended) and relevant guidance issued by NHS England.
- 1.5. The SWL CCG PHB programme will be delivered within the remit of its commissioning budget. The CCGs' expenditure has to be affordable within the limits of available resources with an emphasis on the quality of care and positive outcomes for patients and their families.

2. Policy Statement

- 2.1. The policy sets out SWL CCG's offering for those who can receive a personal health budget in line with national legislation and guidance. It outlines the practice and local procedures for implementing the CCG's PHB programme in 2020/21 and beyond.
- 2.2. The policy explains the following:
 - SWL CCG's personal health budget offer;
 - Eligibility and exclusions for a personal health budget;
 - Arrangements for managing personal health budgets;
 - Roles and responsibilities of SWL CCG, commissioned services and service users with regard to the implementation of personal health budgets;
 - The approach to clinical, organisational and financial risks associated with delivering personal health budgets on a patient and organisational level.

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3. Legal, Statutory, Mandatory, and Best Practice Requirements

- 3.1. The Government's vision for PHBs is to enable people with long term conditions and/or disabilities to have greater choice, flexibility and control over the health care and support they receive.
- 3.2. The policy has been drawn up in response to the following legislation:
- The NHS Act 2006 (as amended);
 - The Health Act 2009;
 - The National Health Service (Direct Payments) Regulations 2013 as amended by the National Health Service (Direct Payments) (Amendment) Regulations 2013;
 - Special Educational Needs and Disability Regulations 2014;
 - Special Educational Needs (Personal Budgets) Regulations 2014;
 - Direct Payment for Healthcare: Guiding on Ensuring the Financial Sustainability of Personal Health Budgets;
 - Data Protection Act 2003;
 - Mental Capacity Act 2005;
 - Equality Act 2010;
 - The NHS Long Term Plan 2019.
- 3.3. At all times, all users of this policy, SWL CCG respective employees, staff on temporary contracts and NHS funded services supporting the delivery of PHBs must comply with all laws, statute, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the user is bound to comply, in relation to this policy.

4. Scope

- 4.1. The scope of this policy includes individuals who have been assessed as eligible for a PHB.
- 4.2. This Policy applies to Governing Body Members, Clinical Leads, Committee Members and all staff and services including those employed on permanent or fixed term contracts, interims, self-employed contractors, working for, or on behalf of NHS South West London CCG.

5. Definitions

- 5.1. **Case Manager** - A case manager is a person who coordinates services on behalf of an individual in health care, rehabilitation and social work settings. A case manager is responsible for assessment and regular review of care packages that have been commissioned on behalf of the service user.
- 5.2. **Children's Continuing Care** - An equitable, transparent and timely process for assessing, deciding and agreeing bespoke continuing care packages for children and

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young people funded by the NHS whose health needs in this area cannot be met by existing universal and specialist services. Assessment of these needs and the delivery of bespoke packages of care to meet them will take place alongside services to meet other needs, including education and social care funded by the relevant local authority (Department of Health 2010).

- 5.3. **Continuing Healthcare** - Continuing Healthcare (CHC) services apply to adults over the age of 18 years. It is a complete package of ongoing care arranged and funded solely by the NHS, where it has been assessed that the individual's primary need is a health need. It can be provided in any setting including in a person's own home. Eligibility for CHC means that the NHS funds all the care that is required to meet their assessed health needs and includes elements of social care. In care homes, for CHC funded residents the NHS also makes a contract with the care home and pays the full fees including for the person's accommodation and all their care (Department of Health 2009).
- 5.4. **Direct Payments** - Payments made to an individual who is eligible for a personal health budget and who agrees to receive and use the money to enable them to make their own arrangements to meet their identified needs.
- 5.5. **Disclosure and Barring Service (DBS)** - Disclosure and Barring Service helps employers make safer recruitment decisions and prevents unsuitable people from working with vulnerable groups. It replaces the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA).
- 5.6. **Notional Personal Health Budget** - SWL CCG manages the personal health budget money on the individuals' behalf and commissions/procures or provides the goods and services set out in the care and support plan.
- 5.7. **Personal Health Budget (PHB)** - The NHS England definition of a personal health budget is a personal health budget is an amount of money to support the identified healthcare and wellbeing needs of an individual, which is planned and agreed between the individual, or their representative, and their local clinical commissioning group (CCG). It isn't new money but a different way of spending health funding to meet the needs of an individual
- 5.8. **PHB Offer** - The PHB offer describes who has a 'right to have' a PHB and who has a 'right to ask' for a PHB within NHS SWL CCG. PHBs are not means tested. If an individual is included within the 'right to have' group outlined within the CCGs' offer (section 7) and they meet the requirements of this policy they will be entitled to a PHB.
- 5.9. **Safeguarding** - Safeguarding is defined as 'protecting children and adult's right to live in safety, free from abuse and neglect.' (Care Act, 2014).
- 5.10. **Support Plan** - A Support Plan describes how an individual will use their personal health budget to meet their needs and achieve agreed health outcomes. It is likely to have a wider scope than a traditional health "care plan".

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5.11. **Support Service Organisations** - Support Service Organisations can provide a range of services to support the employment of Personal Assistants, including payroll and ensuring that the requirements of employment legislation are met. They can also provide brokerage support with creating the support plan.

5.12. **Third Party or Managed Account** - With a Third Party, or Managed Account, an organisation commissioned by the CCG manages the personal health budget money by holding it on the individual's behalf and buys or provides the goods and services set out in the care and support plan.

6. Responsibilities

6.1. Lead Manager

The SWL CCG Personalisation Lead is responsible for drafting, monitoring the implementation of, and updating this Policy.

6.2. All Staff

All individuals working for, or on behalf of the organisation(s) listed within Scope, including those employed on permanent or fixed term contracts, interims, self-employed contractors, Governing Body Members, Clinical Leads, Locality Leads, and volunteers are responsible for complying with this Policy.

6.3. All Line Managers

All Line Managers are responsible for ensuring that their teams comply with this Policy.

6.4. Senior Responsible Officer

The SWG CCG Accountable Officer is accountable for this Policy, and for supporting the implementation thereof.

7. Principles and Key Characteristics for the Delivery of Personal Health Budgets

7.1. There are a series of national key principles that underpin the delivery of PHBs and personalisation in health which SWL CCG will adhere:

7.1.1. **Upholding NHS principles and values** - The personalised approach must support the principles and values of the NHS as a comprehensive service which is free at the point of use, as set out in the NHS Constitution. It should remain consistent with existing NHS policy, including the following principles:

- Individuals and their carers should be fully involved in discussions and decisions about their care using easily accessible, reliable and relevant information in a format that can be clearly understood;

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- There should be clear accountability for the choices made;
- No one will ever be denied treatment as a result of having a PHB
- Having a PHB does not entitle someone to additional or more expensive services, or to preferential access to NHS services
- There should be efficient and appropriate use of current NHS resources.

7.1.2. **Quality** – safety, effectiveness and experience should be central. The wellbeing of the individual is paramount. Access to a PHB will be dependent on professionals and the individual agreeing a care plan that is safe and will meet agreed health and wellbeing outcomes. There should be transparent arrangements for continued clinical oversight, proportionate to the needs of the individual and the risks associated with the care package.

7.1.3. **Tackling inequalities and protecting equality** – PHBs and the overall movement to personalise services can be a powerful tool to address inequalities in the health service. A PHB must not exacerbate inequalities or endanger equality. The decision to set up a PHB for an individual must be based on their needs, irrespective of race, age, gender, disability, sexual orientation, marital or civil partnership status, transgender, religion, beliefs or their lack of the requisite mental capacity to make decisions regarding their care.

7.1.4. **PHBs are purely voluntary** - No one will ever be forced to take more control than they want.

7.1.5. **Making decisions as close to the individual as possible** - Appropriate support should be available to help all those who might benefit from a more personalised approach, particularly those who may feel least well served by existing services / access, and who might benefit from managing their budget.

7.1.6. **Partnership** - Personalisation of healthcare embodies co-production. This means individuals working in partnership with their family, carers and professionals to plan, develop and procure the services and support that are appropriate for them. It also means CCGs, local authorities and healthcare providers working together to utilise PHBs so that health, education and social care work together as effectively as possible.

7.2. In developing PHBs, SWL CCG will ensure that the following national characteristics of a PHB are met. The individual with a personal health budget (or their nominee or representative) should:

- Be fully involved in developing their personalised care and support plan and agree who else is involved
- Be able to agree the health and wellbeing outcomes they want to achieve, together with relevant health, education and social care professionals
- Know how much money is available to meet the assessed health and wellbeing outcomes agreed in the personalised care and support plan

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- Have enough money in the budget to meet the assessed health and wellbeing needs and outcomes agreed in the personalised care and support plan
- Have the option to manage the money as a direct payment, a notional budget, a third-party budget or a mix of these approaches
- Be able to use the money to meet their outcomes in ways and at times that make sense to them, as agreed in their personalised care and support plan.

8. SWL CCG PHB Offer 2020-21

- 8.1. SWL CCG is required to set out and publish its offer for PHBs. SWL CCG PHB offer which reflects NHS England guidance are outlined below.
- 8.2. The following groups have a legal **right to have** a personal health budget from the CCGs;
- Adults who are eligible for NHS Continuing Healthcare (CHC) as defined by the National Framework for Continuing healthcare and NHS-funded Nursing Care, and the families of children eligible for Continuing Care as defined by the National Framework for Children and Young People's Continuing Care. In the case of children this refers to the element of their care package that would normally be provided by the NHS once they become "continuing care" eligible and not the elements of their package provided by social care or education.
 - All NHS CHC packages delivered in a home care setting, excluding fast track NHS CHC, will be managed as a PHB for CHC home care from April 2019.
- 8.3. In 2019/20, the Department of Health and Social Care announced in March 2019 that the right to have a PHB will be extended to the following groups:
- People eligible for an NHS wheelchair;
 - People who access after-care services under section 117 of the Mental Health Act.
- 8.4. The CCG will put in place processes and procedures to extend the right to have a PHB to these groups throughout 2020/21
- 8.5. In line with the NHS Choice Framework, the following patient cohort have a **right to ask** for a personal health budget from the CCGs:
- Adults aged 18 and over with learning disability, autism and/or mental health and behaviour that challenges living in a community setting who will benefit from having a PHB.;
 - Children and young people (birth to 25) who may not be eligible for Continuing Care but have an Education, Health and Care (EHC) plan and could receive a PHB for the health element of their plan;
 - End of life care services;
 - Care funded jointly by NHS and social care;

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- Those with mental health needs.

9. Exclusions for Personal Health Budgets

- 9.1. If an individual comes within the scope of the “right to have” a PHB, then the expectation is that one will be provided. However, in certain exceptional circumstances the CCG may choose not to agree to a PHB in line with the NHS England guidance which states:

“There may be some exceptional circumstances when a CCG considers a personal health budget to be an impracticable or inappropriate way of securing NHS care for an individual. This could be due to the specialised clinical care required or because a personal health budget would not represent value for money as any additional benefits to the individual would not outweigh the extra cost to the NHS.”

- 9.2. There are also a series of additional exclusions that the CCG will apply specifically to a PHB held as a direct payment. These are set out in Appendix 2 (section 7) of this policy. An individual who is excluded from a PHB Direct Payment may also still be able to receive a notional or Third Party PHB.
- 9.3. If an individual and/or his or her representative, who comes within the scope of a ‘right to have’ a PHB requests a PHB and is turned down, the CCGs will set out in writing the reasons why the request has been refused. Once this information has been received, the person and/or his or her representative may appeal the CCG’s decision. The CCG will reconsider this decision.

10. Management of Personal Health Budgets

- 10.1 A PHB is based upon a personalised care and support plan. This plan sets out an individual’s health and wellbeing needs, the outcomes they wish to achieve, the amount of money available and how it will be spent. Once the plan and budget has been agreed, the money in a PHB can be managed in three ways, or a combination of these:

- 10.1.1. **Notional budget:** The CCG holds the PHB on behalf of an individual and uses it to secure services based on discussions with the individual as set out in their personalised care and support plan.
- 10.1.2. **Third party budget:** An organisation independent of both the individual and the CCG (for example an independent user trust or a voluntary organisation) is responsible for and holds the budget on an individual’s behalf. They then work in partnership with the individual and their family to ensure the care they arrange and pay for with the budget meets the agreed outcomes in the care and support plan.
- 10.1.3. The third party will monitor the account and check receipts, invoices and bank statements for the PHB .The third party will work with the CCG to ensure that the money is being spent appropriately.

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- 10.1.4. The CCG has made arrangements with a number of organisations to hold Third Party PHBs. Contact details for these organisations will be made available to individuals as they pursue the options for managing a PHB.
- 10.2. **Direct payment:** The PHB money is transferred from the CCG to an individual or his or her representative or nominee, who contracts for the necessary services to deliver the agreed outcomes in the personalised care and support plan.
- 10.3. In most cases individuals will need a separate account to receive a PHB via a direct payment. The separate account must only be used for purchasing care.
- 10.4. Budget holders must show what the money has been spent on in accordance with achieving the outcomes agreed in their individual support plan
- 10.5. In some instances, the CCG can transfer the direct payments to;
- A third party who manages the money and payments for the individual who still makes all the decisions about buying the goods and services set out in their care and support plan (this is often referred to as a 'Direct Payment Managed Account')
 - An individual with a pre-loaded payment card administered by an organisation on behalf of the CCG. The individual can use the card to buy the goods and services set out in their care and/or support plan
- 10.6. There are a number of detailed issues relating to the specific management of PHBs managed as a Direct Payment that are set out in Appendices 2 and 3 of this policy.

11. Personal Health Budget Agreements

- 11.1. All SWL CCG PHB must be approved by the nominated representatives. (This may include NHS Trusts or non-NHS providers).
- 11.2. A Personal Health Budget Agreement forms the contract between the CCG and the individual and stipulates the conditions upon which the payment is made. Different types of agreements will apply to the different management arrangements for PHBs.
- 11.3. Notional – The CCG will commission the care directly from a service provider on behalf of the individual PHB holder and will utilise existing NHS Standard Contract arrangements. The CCGs will also require a signed Support Plan for each individual that sets out the care to be delivered and the costs. In some cases, the CCG may also require a notional agreement to be signed by the individual, or their representative or nominee. An example notional contract is attached at Appendix 4.

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- 11.4. Third Party – The CCG will contract with the third-party organisation to organise, purchase and be responsible for, an individual's care and support as set out in their Support Plan. In these instances, the NHS Standard Contract will govern the relationship between the CCG and the third-party organisation managing the health budget. Any exception to using the NHS Standard Contract will be considered on a case by case basis. When the third party purchases the services and products on behalf of the individual as agreed in their care plan, the NHS Standard Contract will not be used by the third party with the suppliers of care and support.
- 11.5. Direct payments – Where an individual chooses to manage their PHB as a Direct Payment the individual (or representative/nominee) will need to enter into a legal agreement with the CCG for the use of the budget and provision of care. A copy of the Direct Payment Agreement is attached at Appendix 3.
- 11.6. The CCGs' Direct Payment Agreement aims to ensure that robust processes and documentation support the management of a PHB taken as a Direct Payment. In particular they require;
- The individual PHB holder to provide evidence to the CCG of budget expenditure on a regular basis i.e. through the submission of bank statements, receipts, invoices etc.
 - That all PHB records are retained by the service user and made available for inspection by the CCG or CCG agents such Local Counter Fraud Service.
 - That any unused funds can be reclaimed by the CCG as set out in the CCG Direct Payment Agreement

12. What can a Personal Health Budget be spent on?

- 12.1. Although a PHB is not new or additional money it can potentially be spent on a broader range of care and support than would be routinely commissioned by the NHS if it is agreed by the CCG as being appropriate to meet an individual's assessed needs. This could include funding for a personal assistant to help with personal care at home, and equipment such as a wheelchair.
- 12.2. What a personal budget will spent on must be outlined in their personalised care and support plan and agreed between the person (or their representative/nominee) and the local NHS team and where necessary the CCG.
- 12.3. There are a number of **exclusions** that are outlined in regulations and include the following;
- Alcohol, tobacco, gambling or debt repayment or anything that is illegal;
 - Emergency or urgent care;
 - Primary medical services such as GP care;
 - NHS charges- such as prescriptions or dental charges;
 - Surgical procedure.

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- 12.4. A full of exclusions is available in 'Guidance on Direct Payments in Healthcare – Understanding the Regulations March 2014'.
- 12.5. The CCG may also choose not to agree the funding of certain goods or services, where it has already reached a decision that these will not normally be commissioned for the general population based on available evidence. Any such instances will be considered on an individual basis taking into account the specific circumstances and needs of the individual concerned.
- 12.6. SWL CCG have overall responsibility for ensuring that all intended expenditure is lawful as part of the governance arrangement for PHBs.

13. Calculating a Personal Health Budget

- 13.1. The amount that an individual receives in their PHB will depend on the assessment of their health and wellbeing needs and the cost of meeting these needs.
- 13.2. The PHB will be equivalent to the SWL CCG estimate of the reasonable cost of securing the agreed provision of the service. This means that the PHB should be sufficient to enable the recipient to lawfully secure a service of a standard that the CCG considers is reasonable to meet the assessed needs to which the PHB relates
- 13.3. SWL CCG may choose to apply a Resource Allocation System (RAS) as a means of giving an approximate indication of what it may reasonably cost to meet an individual's eligible needs according to their individual circumstances.
- 13.4. When estimating the reasonable cost of securing the support required through a PHB Direct Payment (rather than directly paid for by SWL CCG), some associated costs will be included that are necessarily incurred in securing provision, without which the service could not be provided or could not lawfully be provided.
- 13.5. The particular costs involved will vary depending on the way in which the service is secured, but when an individual intends to employ someone to deliver their care, such costs might include recruitment costs, staff training, National Insurance, pension, statutory holiday pay, sick pay, maternity pay, employers' liability insurance, public liability insurance and VAT. The individual will need to follow all employment regulations.
- 13.6. SWL CCG is not obliged to fund associated costs if, taking into account the individual's assessed need, the total costs exceed the CCG's estimate of the reasonable cost of securing the service and if a service of the requisite standard could in fact be secured more cost-effectively in another way.
- 13.7. In nearly all cases, people cannot add their own money into a PHB, and the budget should meet all the assessed health and wellbeing needs of the individual.

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13.8. The exceptions to this rule include people accessing wheelchairs and some dental and ophthalmic services, where under existing legislation people can add their own money to NHS funds to purchase a different service or product, within these exceptions. NHS funding covers the service or product that meets someone's assessed needs, as agreed in the care and support plan, so that any personal contribution is paying for extras or changes that an individual wants outside of the agreed need.

13.9. In all other situations, if an individual wants to access more services than those being provided by the NHS to meet their assessed needs, then they can do so. They would need to organise, and pay for this, and it would be separate to the PHB and any associate agreements for the supply of care and support services.

14. Support Planning

14.1. A support plan is the document that defines what really matters to the individual and explains how he/she will spend the PHB.

14.2. Good care planning involves looking holistically at the individual's life to improve their health, safety, independence and wellbeing. The individual should be supported throughout the care planning process

14.3. The plan must be effective, affordable and meet a range of agreed outcomes. This will help to calculate an agreed finalised PHB. The PHB should be enough to cover all the services agreed in the plan. There is recognition that the budget will adjust as the individual's condition changes.

14.4. As a minimum, the support plan should include;

- The agreed health needs of the individual;
- The desired outcomes of the individual in his/her own words;
- The amount of money available under the PHB;
- What the PHB will be used to purchase;
- How the PHB will be managed and who will managing the PHB;
- Who will be providing each element of support;
- How the plan will meet the agreed outcomes and health needs of the individual;
- Who the individual should contact to discuss any changes in their needs;
- The date of the support plan review;
- Identification of any training needs and how these will be met;
- Identification of any risks and mitigating actions;
- Contingency planning;
- How the individual has been involved in the production of the plan;
- The signed agreement of the individual (or representative/nominee) and the clinical team on behalf of the CCG.

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- 14.5. The support plan will also take account of Best Interests of individuals and to work within the remit of SWL CCG Safeguarding Policy.

15. Support for Managing a Personal Health Budget

- 15.1. SWL CCG have made arrangements for support service organisations to provide the following services to PHB recipients and their families, representatives or nominees:

- Support planning
- Employer advice and information
- Third party managed account and/or payroll services

- 15.2. Contact details of these organisations will be made available to individuals as they pursue the options for managing a PHB.

- 15.3. The support organisations will be nominated by an individual (or their representative/nominee) to act on their behalf. For this arrangement to succeed the individual must remain in control of directing his or her service and making key decisions, for example deciding who their personal assistant will be.

- 15.4. The support organisation should be able to comprehend and advise on employment legislation or the complexities of payroll arrangements and remain responsible for these elements of the Direct Payments on behalf of the service user.

- 15.5. Support Service organisations who have been selected by an individual to hold a Third Party and/or Managed Account on their behalf will:

- Work directly for the person making sure they stay in control and live the life they choose. If the person lacks capacity to make a particular decision, the PHB support organisation will work with the family or another representative if the family is not willing to take that role
- Work with the CCG/NHS team (i.e. nurse assessors and /or case managers) to review financial aspects of care packages in line with the agreed schedule.
- Carry out financial reviews including monitoring of direct payments, reviewing receipts and bank accounts and liaising with patient and council to ensure payments are set up and to handle queries relating to payments not received by patients. This will include alerting CCG/NHS Teams when a PHB is significantly underspent/overspent to trigger assessment that the patient's health needs are still being met.

16. Governance

- 16.1. The implementation and overall commissioning administration of PHBs in SWL CCG will be coordinated by the CCGs' Personal Health Budgets Technical Group. The Terms of

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Reference including membership and reporting arrangements are attached at Appendix 4.

17. Risk Management

17.1. Clinical Risk

- 17.1.1. SWL CCG is committed to promoting individual choice, while supporting individuals to manage risk positively, proportionately and realistically.
- 17.1.2. Enabling people to exercise choice and control over their lives, and therefore manage their needs and levels of risk themselves, is central to achieving better outcomes for individuals. A degree of risk can be accommodated within the aim of enhancing the quality of people's lives.
- 17.1.3. An individual who has the mental capacity to make a decision and chooses voluntarily to live with a level of risk, is entitled to do so. SWL CCG require that providers document clearly any evidence of decision making and the reasons for decisions in relation to the management and reduction of risk where appropriate or necessary. This will be considered as part of the PHB approval process by SWL CCG
- 17.1.4. The aim will be to support and encourage individual choice as much as possible, and to keep the individual informed, in a positive way, of any issues and risks associated with those choices and how to take reasonable steps to manage them.
- 17.1.5. The CCG will strive to ensure that risk is understood as fully as possible and managed in the context of ensuring that the individual's needs and their best interests are safeguarded. In practice, this means that, because there are different ways to manage a PHB, those individuals deemed not suitable for a direct payment should be offered a budget held by a Third Party, or a notional budget.

17.2. Organisational Risk

- 17.2.1. SWL CCG has overall responsibility for authorising PHB and the obligation to ensure that:
 - health and well-being needs are being met
 - safeguarding duties are fully met
 - it is fulfilling its duty of care and broad statutory obligations
 - it is fulfilling its responsibility to ensure that public funds are used to enable customers to live independent and full lives – ensuring value for money
 - PHB expenditure is managed within the overall CCG budgetary allocation, ensuring the CCG meets their statutory duty to break even on their resource limit
 - that public funds are used appropriately
 - the CCGs' reputation is protected

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- 17.2.2. The CCG will work with partner organisations to promote a wider understanding of this approach to risk. It will also seek to secure from partners a complementary approach to risk which is as light touch as is reasonable.
- 17.2.3. The CCG will work with the Local Authority as lead agency should any safeguarding concerns arise in relation to physical, sexual, financial or other abuse of an individual receiving a PHB. These will be investigated accordingly.

17.3. Financial risk

- 17.3.1. SWL CCG requires PHB implementation to demonstrate value for money and be affordable within the CCG's overall budgetary allocation for this purpose.
- 17.3.2. The PHB should always be sufficient to meet the outcomes identified in the care plan and allow for planned contingencies.
- 17.3.3. The financial arrangements and requirements are contained in the agreement between the CCG and the individual PHB holder (or their representative) in the case of PHB Direct Payments; or service providers in the case of Notional PHBs or Third Party PHBs. The agreements will be signed by both parties.
- 17.3.4. Any requested variation over and above the agreed PHB must be authorised by the CCGs and/or their nominated representative.
- 17.3.5. The CCG will monitor PHB expenditure and reserve the right to recover funds that are not regularly used to provide for the individual's health and wellbeing needs as described in the PHB Support Plan.
- 17.3.6. If the individual accumulates a surplus of their PHB that exceeds two months value of their agreed annual PHB sum, then the CCG reserve the right to contact the individual to review their Support Plan.
- 17.3.7. CCG may decide to recover any surplus funds from the individual, and if so, will write to the individual to inform them of their decision and how the recovery of the surplus will be managed.
- 17.3.8. PHB funds remain the property of the CCG until they are spent in accordance with the individual's Support Plan. If the PHB is ceased for any reason, all unused funds must be repaid to the CCG with immediate effect.

18. Integration with Local Authorities

- 18.1. Local Authorities are an integral partner in the effective delivery of PHBs. SWL CCG will work with south west London Borough Councils to ensure that the processes for managing PHBs are aligned to minimise the impact on the individual where there is interface with the local authorities. For example:

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- For individuals previously in receipt of a social care direct payment who become eligible for an NHS PHB;
- Where NHS CHC eligibility ceases for an individual with a PHB and the individual returns to a local authority social care direct payment;
- Developing a shared 'approved provider list' for services relating to PHBs;
- Developing a shared understanding of risk.

19. Monitoring and Review

- 19.1. PHB care plans should be reviewed within three months of an individual first receiving a direct payment. Following this, reviews should be undertaken at clinically appropriate intervals, but at least annually.
- 19.2. When carrying out the review the CCG may:
- Re-assess the health needs of the information
 - Consult a range of health and social care professionals and others involved in the provision of care for the individual
 - Review receipts, bank statements and other information relating to the use of direct payments
 - Consider whether a PHB direct payment has been effectively managed
- 19.3. If the CCGs become aware, or are notified, that the health of the individual has changed significantly, the CCGs must consider whether it is appropriate to carry out a review of the care plan to ensure the individual's needs are still being met.
- 19.4. If the CCG become aware or are notified that the Direct Payment has been insufficient to purchase the services agreed in the care plan, they will carry out a review as soon as possible.
- 19.5. The individual, their representative or nominee may request that the CCGs undertake a review at any time. If this happens, the CCGs must decide whether or not to undertake this review, taking into account local practices and circumstances.

20. Termination of Personal Health Budgets

- 20.1. Before making a decision to terminate a PHB, wherever possible and appropriate, the CCG will consult with the individual receiving it to enable misunderstandings to be addressed and enable alternative arrangements to be considered and put in place.
- 20.2. The CCG will terminate a PHB where:
- A person with capacity to consent, withdraws their consent to receiving a PHB;
 - A person who has recovered the capacity to consent, does not consent to their PHB continuing;

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- The money is being spent inappropriately (e.g. to buy something which is not specified in the support plan);
- Where there has been theft, fraud or abuse of the Direct Payment;
- If the patient's assessed needs are not being met or the person no longer requires care.
- The person has died.

20.3. Where a PHB is stopped, the CCG will give notice to the individual, their representative or nominee in writing, explaining the reasons behind the decision. The CCG will normally give one month's notice that a PHB will be stopped. However, where there has been theft or fraud (or other exceptional circumstances) the CCGs may terminate a PHB and suspend any payments immediately.

21. Appeals

- 21.1. In circumstances where the CCG decide not to provide someone with a PHB, or an element of the planned use of the budget is not approved, or a PHB is reduced or withdrawn; the CCG will ensure an explanation is given to the individual in writing within 7 working days of a decision being reached.
- 21.2. When an individual wish to appeal a CCG decision this should be made in writing to the CCG within not more than four months of the original CCG decision being made (the CCG will not consider appeals that exceed four months). In these instances, the CCG will:
- Acknowledge receipt of the request in writing within 10 working days. This acknowledgement will include details of how the review will be conducted and timeframes for when it should be completed;
 - Any final decision will be sent in writing within 28 working days of acknowledgement of the original request.
- 21.3. There may be instances where a complex situation requires a longer timeframe for reconsideration and response. In these instances, individuals will be kept informed of progress.
- 21.4. If an individual and/or his or her representative is not satisfied they can pursue the matter via the local NHS complaints processes.

22. Complaint Process

- 22.1. SWL CCG wish to hear all complaints and comments regarding local NHS services and are committed to investigating all of these thoroughly and as soon as is practicably possible.

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- 22.2. Anyone who is receiving, or has received, NHS treatment or services can complain. This includes services provided by independent contractors or providers where SWL CCG have a contract with the organisation to provide NHS services.
- 22.3. If a patient is unable to complain themselves then someone else, usually a relative or friend, can complain on their behalf.
- 22.4. If a complaint is raised concerning a patient who is deceased, this must be made by a suitable representative, for example their Executors personal representative of their Estate.
- 22.5. It is important that the complaint is made as soon as possible after the event has occurred, as the NHS will usually only investigate complaints that are made within 12 months after the event itself.
- 22.6. SWL CCG complaints procedure is published on the CCG website and may be used for any complaint about the operation of this policy.

23. Service User Evaluation

- 23.1. It is important that the CCG have systems and processes in place to review the effectiveness of PHBs to provide assurance that individual support plans are safe and effective in meeting individual needs and outcomes.
- 23.2. The CCG will promote the use of the NHS England annual Personal Health Budgets, Integrated Personal Budgets (joint health and social care budgets) and Personal Wheelchair Budgets survey questionnaire for local PHB users to participate in.
- 23.3. In addition, the CCG will introduce local mechanisms for seeking feedback and experience on local PHB processes from PHB holders, their families, carers or representatives on a systematic basis.

24. Review

- 24.1. The policy will be reviewed after one year initially, and every three years thereafter, though updates will be made beforehand as and when significant changes to practice are required.

25. Templates/Forms

- SWL CCG Management of Personal Health Budgets as a Direct Payment;
- SWL CCG Personal Health Budgets Direct Payment Agreement;
- SWL CCG Personal Health Budgets Notional Agreement.

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26. Internal and External References

26.1. Internal References

- SWL Health and Social Care Continuing Healthcare Dispute Resolution Protocol
- SWL CCG Safeguarding Policy

26.2. External References

- National Framework for NHS Continuing Healthcare and NHS Funded Nursing Care (2018)
- National Framework for Children and Young People's Continuing Care
- The Special Educational Needs and Disability (SEND) Code of Practice 0-25 years (statutory guidance for commissioners)
- Guidance on Direct Payments for Healthcare: Understanding the Regulations and other key documents and guidance which can be accessed from the following link: <https://www.england.nhs.uk/healthbudgets/resources/>

27. Monitoring

This policy will be monitored by annual audit and reported to the Governance Committee who will be responsible for this and for enhancing the policy as a result.

28. Equality Impact Assessment

An Equality Impact Assessment has been completed for this Policy (Appendix 1), and no negative impact upon persons with protected characteristics has been identified.

29. Change History

Policy Number	Effective Date	Significant Changes
	01/04/2020	

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30. Appendix 1 - Equality Impact Assessment

	Mandatory Questions	Yes/No/NA	Comments
1.	Does the Policy affect any group less or more favourably than another on the basis of:		
	Age?	No	
	Disability?	No	
	Gender?	No	
	Gender identity?	No	
	Marriage or civil partnership?	No	
	Pregnancy and maternity or paternity?	No	
	Race?	No	
	Religion or belief?	No	
	Sexual orientation?	No	
2.	Is there any evidence that any groups are affected differently by the Policy and if so, what is the evidence?	No	
3.	Is any impact of the Policy likely to be negative?	No	
4.	If any impact of the Policy is likely to be negative, can the impact be avoided and if so, how?	NA	
5.	If a negative impact can't be avoided, what, if any, are the reasons the Policy should continue in its current form?	NA	
6.	Where relevant, does the Policy support the FREDA principles: Fairness, Respect, Equality, Dignity and Autonomy?	Yes	

If you have identified a potential discriminatory impact of this Policy, please contact Chief of Staff.

31. Appendix 2: Management of a Personal Health Budget as a Direct Payment

1. Direct Payment Regulation and Guidance

- 1.1 This Appendix of the policy relates specifically to instances where the management of the personal health budget is taken as a Direct Payment.
- 1.2 The CCG will adhere to The *NHS (Direct Payments) Regulations 2013*, and the NHS England guidance on *Direct Payments for Healthcare: Understanding the Regulations 2014* when implementing and administering Personal Health Budget (PHB) Direct Payments.
- 1.3 This Appendix should also be read in conjunction with the CCG's PHB Direct Payment Agreement attached at Appendix 3 to this policy.

2. Direct Payment PHBs

- 2.1 Direct payments for healthcare are monetary payments made by CCG to individuals (or their representative or nominee) to allow them to purchase the care and support they need.
- 2.2 Direct payments for healthcare are one of the ways of providing all or part of a PHB

3. Who Can Receive a Direct Payment PHB?

- 3.1 A direct payment can be made to, or in respect of, anyone who is eligible for NHS care [under the National Health Service Act 2006] and any other enactment relevant to a CCG. This includes;
 - A person aged 16 or over, who has the capacity to consent to receiving a PHB by way of a direct payment;
 - A person aged 16 or over who does not have the capacity to consent to receiving a PHB by way of a direct payment but has a suitable representative who consents to it;
 - A child under 16 where they have a suitable representative who consents to a PHB by way of a direct payment;
 - And where the CCG agrees with the eligible person, their nominee or their representative that:
 - A direct payment PHB is appropriate for that individual with regard to any particular condition they may have and the impact of that condition on their life;
 - A direct payment PHB represents value for money and, where applicable, any additional cost is outweighed by the benefits to the individual; or
 - The individual is not subject to certain criminal justice orders for alcohol or drug misuse, (However, such a person may be able to use another form of PHB to personalise their care).
- 3.2 People aged 16 or over who have capacity, representatives of people aged 16 or over who lack capacity, and representatives of children can request that the direct payment is received and managed by a 'nominee'

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- 3.3 The CCG will only provide direct payments if it is satisfied that the individual receiving the direct payments (which may be the individual, a nominee or representative) understands what is involved, and has given consent.

4. Considerations when deciding whether to make a direct payment

- 4.1 When deciding whether to make a PHB direct payment the CCG will contact a range of people for information to help make the decision whether a direct payment may be suitable. Information about you will be requested from and shared with other people, but this will be strictly limited to only (a) information that is relevant and (b) people who need to be involved, as described below.
- 4.2 This range of people will include health or social care professionals involved in the provision of care/treatment to the individual e.g. A GP, occupational therapist, community mental health nurse or social care team.
- 4.3 The CCG will also consult:
- Anyone identified by the individual as a person to be consulted for this purpose.
 - If the individual is a person aged 16 or over but under the age of 18, a person with parental responsibility for the individual.
 - The person primarily involved in the care for the individual
 - Any other person who provides care for the patient
 - Any Independent Mental Capacity Advocate (IMCA) or Independent Mental Health Advocate (IMHA) appointed for the individual
- 4.4 The CCG will consider whether the individual, their nominee or their representative will be able to manage the direct payment including but not limited to ensuring that they:
- Can provide bank statements showing expenditure of the direct payment;
 - Are fully aware of the requirement to retain ALL expenditure receipts relating to the direct payment;
 - Have access to online banking for their nominated direct payment account;
 - Are able to provide statements and accounts, and receipts (where required) when required;
 - Are fully aware of HMRC regulations with regards to employment of carers and tax implications.

5. Consent and Capacity to Consent

- 5.1 Direct payments can only be made where appropriate consent has been given by:
- A person aged 16 or over who has the capacity to consent to the making of direct payments to them;
 - The representative of a person aged 16 or over who lacks the relevant the capacity to consent;
 - The representative of a child under 16.

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- 5.2 The direct payment can be received and managed by the individual who gives their consent, or that individual can identify a nominee to receive and manage it for them. Where an individual lacks the capacity to consent, direct payments can be given to their authorised representative, if they consent to receiving the payment on the individual's behalf.
- 5.3 In the case of children, direct payments can be received by their parents or those with parental responsibility for that child.
- 5.4 When providing direct payments, the CCG must be satisfied that the individual receiving the direct payment understands what is involved and has given informed consent.
- 5.5 People may need additional support to make a decision regarding consent to a direct payment. Support can be provided by the CCG directly, or by another organisation working in partnership with the CCG
- 5.6 The CCG will make it clear that receiving direct payments is voluntary and that it is possible to use another form of PHB, or not have one at all. It will also be made clear that it is possible to use a combination of different ways to manage the money.
- 5.7 The CCG will assume that an aged 16 and over has the capacity to make decisions about the making of direct payments to them, unless the individual is assessed to lack capacity.
- 5.8 Where there are concerns about an individual's capacity to consent or manage their PHB Direct payment, this must be assessed, and appropriate steps taken by the CCG or their representatives. A loss of capacity or ability to manage should not mean a loss of a PHB.
- 5.9 SWL CCG have a duty of care to ensure that individuals are protected from harm. The CCG will ensure that:
- Risk assessment forms part of personal health assessment and approval process
 - Individuals/and their carers understand the importance of safeguarding and their role including what to do if they have concern
 - Where a Personal Assistant is to be employed a Support Service must be used to provide advice on employment matters.
 - All Personal Assistants engaged via a PHB direct payment must be subject to a Disclosure and Barring Service (DBS) check in accordance with the NHS Direct Payment Regulations unless the exemptions set out in regulations apply. If the individual refuses, SWL CCG will not grant a direct payment, although other forms of personal health budget will still be available.
 - Where a Personal Assistant is already employed prior to the allocation of personal health budget (normally through local authority personal budget funding), the individual must check whether DBS checks were carried out at the time. If not, this needs to be undertaken.

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6. Ability to manage direct payments

- 6.1 The CCG will consider whether an individual (whether the patient or their representative) is able to manage direct payments by:
- Considering whether they would be able to make choices about, and manage the services they wish to purchase;
 - Whether they have been unable to manage either a health care or social care direct payment in the past, and whether their circumstances have changed;
 - Whether they are able to take reasonable steps to prevent fraudulent use of the direct payment or identify a safeguarding risk and if they understand what to do and how to report it if necessary;
 - Considering any other factor which the CCG may consider is relevant.
- 6.2 If the CCG is concerned that an individual is not able to manage a direct payment they must consider:
- The individual's understanding of direct payments, including the actions and responsibilities on their part.
 - Whether the person understands the implications of receiving or not receiving direct payments.
 - What kind of support the individual may need to manage a direct payment.
 - What help is available to the individual.
- 6.3 Any decision that an individual is unable to manage a direct payment must be made on a case by case basis, taking into account the views of the individual, and the help they have available to them
- 6.4 The CCG will inform the individual in writing if the decision has been made that they are not suitable for direct payments and whether an alternative method of receiving the PHB is considered to be suitable instead.
- 6.5 Where an individual does not agree with SWL CCG judgement they will have access to SWL CCG Appeals and Complaints procedures

7. Exclusion from Direct Payment Personal Health Budgets

- 7.1 The exclusions outlined in the NHS (Direct Payments) Regulations 2013 are primarily related to those within Criminal Justice system for drug and alcohol related offences. These excluded groups are listed at Appendix A to this document.
- 7.2 In addition the CCG **will not grant a direct payment** in the following circumstances (although other forms of personal health budget - such as notional budget - will still be available for consideration by the CCG):
- Where an individual or their representative would not be able to manage them
 - Where it is inappropriate for that individual given their condition or the impact on that person of their particular condition

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- To People with learning disability in an assessment and treatment unit
- Where Safeguarding concerns are reported/under investigation
- Where there is evidence that an individual has previously been unable to manage a social care direct payment
- Where the value of the personal health budget forms part of an existing contract, and to provide a personal health budget would result in significant double funding, and create financial risk to the CCG or provider, or set a precedent which could destabilise the service.
- Where the item and/or service is the responsibility of another statutory organisation
- Where the benefit to the individual of having a direct payment does not represent value for money
- That providing services in this way will not provide the same or improved outcomes.

7.2 Individuals or their representatives may ask for a review of any CCG decision in accordance with the Appeals process set out under the CCG Personal Health Budget Policy.

8. Nominees for People with Capacity

- 8.1 If an individual aged 16 or over who is receiving care has capacity but does not wish (for whatever reason) to receive direct payments themselves, they may nominate someone else to receive them on their behalf (a nominee).
- 8.2 A representative (for an individual aged 16 or over who does not have capacity or for a child) may also choose to nominate someone (a nominee) to hold and manage the direct payment on their behalf.
- 8.3 The CCG must be satisfied that a person agreeing to act as a nominee understands what is involved, and has provided their informed consent, before going ahead and providing direct payments.
- 8.4 Before the nominee receives the direct payment, the CCG must also give their consent. CCG should, in particular, consider whether the person is competent and able to manage direct payments, on their own or with whatever assistance is available to them. In reaching their decision, the CCG may also:
- consult with relevant people
 - require information from the individual for whom the direct payments will be made on their state of health or any health condition they have which is included in the services for which direct payments are being considered or which may otherwise be relevant to the direct payments;
 - require the nominee to provide information relating to the account into which direct payments will be made.

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- 8.5 If the proposed nominee is not a close family member of the individual, living in the same household as the individual, or a friend involved in the individual's care, then the CCG will require the nominee to apply for an enhanced Disclosure and Barring Service (DBS) and consider the information before giving their consent. If a proposed nominee in respect of an individual aged 18 or over is barred the CCG will not give their consent.
- 8.6 An organisation (including one such as a Trust established for the purpose) may agree to act as nominee. Where this is the case, that organisation must identify the person who will, on their behalf, have overall responsibility for the day-to-day management of the direct payments
- 8.7 An individual who has chosen to appoint a nominee may withdraw or change that nomination by writing to the CCG. If this occurs, the CCG will consider whether to stop paying the direct payment, consider paying it to the individual directly, or paying it to another nominee; and they should review the direct payment and care plan as soon as is reasonably possible.
- 8.8 The CCG will notify any person identified as a nominee where it has decided not to make a direct payment to them. The notification must be made in writing and state the reasons for the decision.

9. Representatives

- 9.1 If an individual does not have capacity and so may not receive direct payments personally, the CCG will establish whether someone could act as that person's representative.
- 9.2 In some cases someone may already be acting as a representative in another capacity. In others it may be appropriate for the CCG to appoint someone to act as a representative. This should occur if the individual receiving care would benefit from direct payments, and there is no-one else who is able to act as a representative
- 9.3 A representative is someone who agrees to act on behalf of an individual who is otherwise eligible to receive direct payments but cannot do so because they do not have the capacity to consent to receiving one, or because they are a child.
- 9.4 Representatives must consent to act in that role on behalf of the individual for whom a direct payment is appropriate. They must agree to the direct payment arrangements and agree to fulfil all the responsibilities of someone receiving direct payments.
- 9.5 Before someone can be a representative, they must give their consent to managing the direct payment. The CCG will ensure that potential representatives are fully informed and provided with sufficient advice and support when making their decision.
- 9.6 In a similar way to the process for appointing nominees, the CCG should also consider whether the person is competent and able to manage direct payments, on their own or with whatever assistance is available to them.
- 9.7 A representative may identify a nominee to receive and manage direct payments on their behalf, subject to the nominee's agreement and the approval of the CCG.

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- 9.8 An appointed representative could be anyone deemed suitable by the CCG. However, the CCG will take into account previously expressed wishes of the individual, and as far as possible their current wishes and feelings. Where possible, CCG should consider appointing someone with a close relationship to the individual, for example a close family member or a friend.
- 9.9 A representative can be:
- A deputy appointed by the Court of Protection ;
 - A donee of a Lasting Power of Attorney;
 - A person vested with an Enduring Power of Attorney;
 - The person with parental responsibility, if the individual is a child;
 - The person with parental responsibility, if the individual is over 16 and lacks capacity; or
 - A person appointed by the CCG to receive and manage direct payments on behalf of an individual, other than a child, who lacks capacity.
- 9.10 When considering whether a representative is suitable, the CCG should where appropriate, be aware of the terms under which someone has been appointed under a Lasting Power of Attorney made by the individual or by the Court of Protection as the individual's deputy. The attorney or deputy may only make decisions about the individual's healthcare and securing services on the individual's behalf to meet their care needs if they have been appointed to deal with these matters. If an attorney or deputy lacks suitable powers, they will not be able to manage the direct payment. In such circumstances, the CCG may appoint another person as a representative.

10. The Role of the Representative

- 10.1 A representative is responsible for managing direct payments on behalf of the person receiving care. They, or their nominee, must:
- Act on behalf of the person, e.g. to help develop care plans and to hold the direct payment;
 - Act in the best interests of the person when securing the provision of services;
 - Be the principal person for all contracts and agreements, e.g. as an employer;
 - Use the direct payment in line with the agreed care plan;
 - Comply with any other requirement that would normally be undertaken by the person as set out in this guidance (e.g. review, providing information).
- 10.2 If a representative believes that the person for whom they are acting has regained capacity they should notify the CCG as soon as possible.

11. Deciding whether to make direct payments to a representative

- 11.1 When deciding whether or not to make direct payments to a representative, the CCG are required to act in the best interests of the individual receiving care and should, in particular, consider
- whether the individual receiving care had, when they had capacity, expressed a wish to receive direct payments, or have someone receive them on their behalf;

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- whether the individual's beliefs or values would have influenced them to have consented or not consented to receiving a direct payment;
- any other factors that the individual would be likely to take into account if deciding whether to consent or not to receiving direct payments; and
- as far as possible, the individual's past and current wishes and feelings.

11.2 If a representative is not a close family member of the individual, living in the same household as the individual, or a friend involved in the individual's care, then the CCG require the representative to apply for an enhanced Disclosure and Barring Service (DBS) certificate and consider the information before giving their consent.

11.3 If a proposed representative in respect of an individual aged 18 or over is barred the CCG must not give their consent.

12. When a child reaches the age of 16

12.1 When a child on whose behalf a representative has consented to direct payments reaches 16, the CCG may continue to make direct payments to the representative or their nominee in accordance with the care plan, providing the child who has reached 16 and the representative and, where applicable the nominee, consent.

12.2 If the child who has reached 16 does not consent, the CCG will stop making direct payments. In either case, the CCG will, as soon as reasonably possible, review the making of direct payments.

13. Direct Payment to a Third Party

13.1 Some individuals may need extra assistance to manage their Direct Payments. Direct Payments may be made to a third party (an Agent) on behalf of the individual and the day to-day management of finances may be delegated in this way

13.2 A third party is an individual and/or organisation nominated by the Direct Payment individual to act on their behalf to either receive the Direct Payment and/or take on the employment of staff and/or payroll responsibilities. For this arrangement to succeed the individual must remain in control of directing his or her service and making key decisions, for example deciding who their personal assistant will be. This arrangement is referred to as a Direct Payment Managed Account

13.3 The third party should be able to comprehend employment legislation or the complexities of payroll arrangements and remain responsible for these elements of the Direct Payments on behalf of the individual.

14. Determining the use of Direct Payment Personal Health Budget

14.1 The aim of personal health budget is to provide individuals and carers with more choice, control, and flexibility in the way their care or support is arranged. Less conventional choices will need validation by the CCG but will be considered if the eligible needs and outcomes of the care plan are being met.

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14.2 A PHB direct payment would normally include the following costs which will be considered on a case by case basis:

- The direct costs of providing the service, including support service costs;
- Start-up costs such as initial staff training;
- Refresher training;
- DBS checks;
- Equipment costs (where the equipment specifically forms part of the personal health budget and is not provided through the CCG's community equipment contract);
- Funding to cover the contingency plan (such as using an agency of a Personal Assistant is off sick);
- Equipment contingency (e.g. hire fee to cover breakdown not covered by insurance or by the CCG's community equipment contract).

14.3 The use of a personal health budget does not extend to deliver goods or services that would normally be the responsibility of other bodies (e.g. local authority education and social services, housing authorities) or are covered by the other existing contracts held by the CCG, such as GP or District Nursing Services.

14.4 An individual cannot "top up" a PHB direct payment to purchase an item of higher specification, or gain greater benefit, over and above that is required to meet assessed need. For example, a PHB may include an agreed sum for gym membership based on the local market rate. This sum cannot be added to so that the individual joins a more expensive gym offering facilities which are not required to meet their agreed health outcomes. Any additional service purchased such as additional Personal Assistant hours to help with childcare, must be subject to a separate contract.

14.5 If equipment purchased through a personal health budget is no longer required e.g. if it no longer meets assessed needs or the individual dies, the CCG reserve the right to request that the item be returned to the CCG.

14.6 Additional elements may be required to be funded within the personal health budget such as the following (unplanned contingencies):

- Redundancy costs when a service provided by a Personal Assistant cease, if the Personal Assistant is entitled
- Maternity pay, if the Personal Assistant is entitled
- Long term sickness
- Training to support newly employed staff.

14.7 The CCG may therefore choose to hold the additional elements of the PHB funding until required by an actual liability.

15. Imposing conditions in connection with the making of direct payments

15.1 The following conditions may be imposed on the individual, their representative or nominee in connection with the making of PHB direct payments:

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- the recipient must not secure a service from a particular person; and/or
- the individual, their representative or their nominee must provide information that the CCG consider necessary (other than information already covered by other regulations in the NHS (Direct Payment) Regulations 2013.) Conditions should only be imposed in exceptional circumstances. The reasons for the imposed conditions should be documented clearly.

16. Mixed Packages of Care

- 16.1 Individuals may want to carry on receiving some services purchased and commissioned by CCG whilst purchasing their other services via a Direct Payment.
- 16.2 The individual may choose to gradually take over managing their whole care arrangements via Direct Payments. This flexibility and choice should be facilitated, as some Direct Payment recipients may feel unable to take on all of the responsibility involved in managing a Direct Payment immediately. For example, an individual may decide to continue receiving services from an agency at weekends and bank holidays, whilst opting to directly employ a health personal assistant (via Direct Payments) for the remaining time.

17. Employing Personal Assistants

- 17.1 An individual may wish to use their direct payment to employ staff to provide them with care and support. In so doing, they will acquire responsibility as an employer and need to be aware of the legal responsibilities associated with this
- 17.2 When deciding whether or not to employ someone, individuals and their families should follow best practice in relation to safeguarding, vetting and barring including satisfying themselves of a person's identity, their qualifications and professional registration if appropriate and taking up references.
- 17.3 By virtue of their choice to employ personal assistants (PAs) many direct payments recipients become automatically bound by employment regulations. The CCG have commissioned PHB support organisations that can provide advice on employment regulations.
- 17.4 The PHB support organisations are responsible for helping to ensure that good practice is followed in the employment of personal assistants.
- 17.5 Direct Payment employers must purchase employers' liability insurance, register as an employer with HMRC and adhere to the Pay as You Earn (PAYE) system. The PAYE system is a method of tax deduction under which an employer calculates and deducts any income tax due each time a payment of wages/salary is made to an employee. This will include both employer and employee National Insurance (NI) contributions.
- 17.6 Although individuals can choose to manage their own PAYE responsibilities it is common practice to employ the services of a payroll provider to manage this on behalf of the employer. The cost of employers' liability insurance and purchasing the service of a payroll provider must be met within an individuals' PHB.

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- 17.7 PHB support organisations will be expected to “signpost” individuals to basic legal advice and provide on-going support to direct payments recipients when situations change, or problems arise with their direct payments arrangements. When consulted to provide support with an employment issue the support organisations must ensure that employers follow best practice as described in the Advisory, Conciliation and Arbitration Service (ACAS) guidelines.

18. Personal Assistants Payment Rates

- 18.1 The CCG has agreed a framework of standardised rates for employment of Personal Assistants. The rates include pension, National Insurance, income tax, and pension. Deviation from the agreed rates is entirely at the CCG discretion.

19. Employers’ Liability Insurance, Recruitment and Payroll Costs

- 19.1 All employer-related costs should be included in the service user’s PHB including; costs for tax, employers and employee’s National Insurance, Employers’ Liability Insurance, DBS checks, other recruitment costs and payroll costs for the purpose of care planning (to include pensions).
- 19.2 If an individual chooses to become an employer during the care planning process they will need to purchase annual employers’ liability insurance. This is a legal requirement. Individuals can choose which insurance company they use.
- 19.3 All employment related costs should be outlined within an individual’s PHB support plan. This could also include advertising and payroll costs. The individual is required to budget for these costs within their agreed PHB.
- 19.4 The finalised PHB and support plan is confirmed by the CCG only when they are satisfied that the individual’s eligible needs and outcomes will be met, and all identified risks can be managed.
- 19.5 Approval will therefore include confirmation that the individual is conducting their employment responsibilities legally and has adequate funds and/or arrangements for insurance, recruitment and on-going payroll costs within their agreed PHB.

20. Employee Expenses

- 20.1 SWL CCG will consider direct payments being used to fund employee expenses on an individual basis.
- 20.2 It is expected that a PA pays for his/her own food while at work. If the care plan requires the PA to incur an expense that they would not otherwise incur, the individual should consider this as a cost funded by his/her PHB.
- 20.3 Gloves for use when assisting with personal care, for example, are considered to be a legitimate use of the direct payments and can be funded within the individual’s existing budget.

21. Funding for Travel and Mileage

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- 21.1 A PHB does not cover the costs of a PA's travel to and from their place of work at the beginning and end of the day.
- 21.2 The PHB can cover travel costs such as bus fares to activities which are part of the PHB Support Plan.
- 21.3 If a number of journeys are needed to participate in activities during the week, service users should consider the most cost-effective travel option. Individuals should consider if admission is free for carers accompanying disabled people.
- 21.4 If the service user has a Mobility Car or higher Mobility Allowance the CCG would not pay the full NHS Mileage rate but only the reduced rate that will be locally determined. The standing cost for running the car should be met from the Mobility Allowance as these costs would need to be met regardless. If the individual is not in receipt of Mobility Allowance at higher rate than the PHB would meet the NHS rates. Calculations are based on the average distance between the patient's home and the activity.

22. Holiday Funding

- 22.1 There is no formal entitlement to holiday funding within a PHB but for those individuals who do not benefit from carer's respite, the CCG recognise that a holiday or short break is beneficial to health and wellbeing.
- 22.2 The CCG acknowledges that there may be additional staffing and equipment costs to support someone away from their home in an environment, which may not be suitably adapted.
- 22.3 The CCG will consider funding up to 14 days support, plus appropriate equipment hires per annum, to enable the chosen holiday or breaks to take place. The individual should discuss the implications of the break (including travel) for their clinical care PHB support plan with their case manager and/or support planning organisation.
- 22.4 The additional costs must be calculated and approved by SWL CCG before the holiday is booked.
- 22.5 The CCG reserve the right to refuse to fund support or equipment over and above that required to meet assessed need.
- 22.6 The PHB will not cover personal assistant travel, meals, accommodation or anything not related to the agreed support plan.

23. Health and Safety for Direct Payments Employers and Staff

- 23.1 The health and safety of workers employed by a direct payment is the responsibility of the direct payment Employer (recipient) and there is a general "duty of care" to minimise the risks to the staff they employ. Health professionals and support organisations should support this by:
 - Raising awareness about health and safety issues that may affect the recipient individual, anyone they employ, and anyone else who may be affected;

- Sharing the results of any risk assessments carried out as part of the needs assessment with the individual. Users should share these with their employees;
- Encouraging individuals to develop strategies on lifting, handling and other tasks both in the home and outside it where lifting equipment, for example, may not be available. Individuals must make note of and make their employees aware of specialist manual handling advice provided by Social Services or the NHS;
- Providing a template to assist individuals to complete their own risk assessments in order for the user to decide how to minimise the risks to anyone they employ;
- Provide an occupational therapist to advise the individual further as needed in regards to their employees using specific equipment safely, raising awareness of manual handling issues and advising if specific training may be required.

24. Funding for Personal Assistant Redundancy

- 24.1 A Personal Assistant either through an agency or broker is the employee of the service user rather than self-employed and are entitled to redundancy pay as set out in employment legislation.
- 24.2 All PHBs must include employer liability insurance.
- 24.3 In the absence of cover the CCG will consider funding redundancy and will seek to recoup a pro rata element if the PA was previously funded through local authority direct payments.

25. Employing Family Members

- 25.1 Direct payments should not be used routinely by individuals to pay partners, married or not, or close relatives who live in the same household. This could include a parent; parent in law, son, son in law, daughter, daughter in law, stepson or daughter, brother or sister, aunt or uncle, grandparent or the spouse or partner of these people, if they live in the same household. A direct payments recipient can purchase services from one of the above if the CCG is satisfied that securing the service from such a person is necessary to meet satisfactorily the prescribed person's need for that service.
- 25.2 It is important to consider that the employment of relatives is not always an appropriate option for an individual and the care co-ordinator/ direct payments support worker will need to explore with the service user the potential implications of a personal relationship changing due to a contractual arrangement.
- 25.3 In addition the potential family member will need to clarify if they are in receipt of benefits and whether these new earnings will affect their entitlement.
- 25.4 In order for the CCG to consider when it is necessary for a resident family member to be employed the following process needs to be followed:
- If a direct payments recipient wishes to pay a close relative who lives in the same household for their care, they should set out why it is necessary to secure services from this particular person in order to satisfactorily meet their needs in the care plan

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- Agreement should also be sought from the family member, who will be receiving the payment, to ensure they understand the specific arrangements and the responsibilities involved. The family member should sign the agreed care plan.

26. Informal Carer as Paid Employee

- 26.1 If the carer is a paid employee for the individual under direct payments, it may disentitle them to help and support under the carer's legislation. In this situation the carer would need to be providing substantial and regular unpaid care, in addition to the care they were being paid to provide, in order to qualify for a carer's personal budget in their own right. A carer's self-assessment questionnaire would need to be completed in order for an appropriate decision to be made.
- 26.2 Only the caring role outside of the paid care work would be considered for a carer's personal budget. The fact that the carer is effectively in 'paid work' should not influence the level of PHB (if any) unless their ability to remain in that 'paid work' was put at risk because of their unpaid caring role in which case that factor will be taken into account by the CCG. However, the CCG reserves the right not to alter the level of PHB.

27. Registration and regulated activities

- 27.1 If someone wishes to buy a service which **is** a regulated activity under the Health and Social Care Act 2008, they will need to inquire as to whether their preferred provider is registered with the Care Quality Commission (CQC).
- 27.2 If someone wishes to use a direct payment to purchase a service which is **not** a regulated activity, they may do so. In some circumstances, the provider may also need to be a registered member of a professional body. If the Care Plan specifies that a task or tasks require a registered professional to undertake it, only a professional who is thus registered may be employed to perform that task or tasks.

28. One-off Direct Payments

- 28.1 The expectation is that the majority of one - off Direct Payments will be issued to service users for services that will improve their quality of life, i.e. training, equipment, respite or minor adaptations.
- 28.2 The types of services that can be purchased with a one - off Direct Payment are fairly flexible. The case manager should determine if the requested service is appropriate and in line with this policy.
- 28.3 One-off Direct Payments usually do not require the Direct Payment service user to set up a dedicated bank account; however, the service user is still required to produce a receipt and complete a monitoring form, once the Direct Payment is used.
- 28.4 There is no minimum or maximum amount issued for a one-off Direct Payment. Approval will be considered by the CCG on an individual basis.

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29. Direct Payment Service User Responsibility

- 29.1 The case manager and PHB support organisations should make certain that the individual PHB holder is fully aware of their responsibilities for managing and administering their Direct Payments.
- 29.2 Once the Direct Payment has been set up the individual is in control and must manage their own records and finances with or without assistance. Daily management of the bank account, staff and agency services must be managed by the individual themselves and/or their representative or nominee.

30. Changes to Direct Payments

- 30.1 As soon as a change is identified and each time a change occurs that affects the level of Direct Payment, the CCG or its representatives should renew/update the PHB support plan summary and.
- 30.2 SWL CCG or its representatives will give up to one month's written notice of any significant changes (such as reduction or termination of services) to allow the service user to give notice of these changes to their staff/agent, if required.

31. Payment Schedule/Cycle

- 31.1 Direct Payments are made in 4 weekly cycles in advance to ensure the service user has the funds required to pay for their staff or services on time. These 4 weekly cycles are known as payment cycles. There are 13 in the year.

32. Contingency or Reserves Fund

- 32.1 An individual can retain up to eight weeks surplus (contingency/reserve) money in their Direct Payment bank account at any one time. Although the money will accumulate in the account, there will be fluctuations throughout the year as annual leave and bank holidays are paid for.
- 32.2 The individual's bank account will be monitored regularly and any obvious surplus in excess of the agreed amount will need to be repaid. At times an individual may need to accrue an increasing balance to cover National Insurance and tax liabilities as well as to cover annual leave of any employed staff such as:
- Statutory sick pay;
 - Holiday pay;
 - Recruitment costs i.e. advertising, photocopying, postage etc.; and
 - Insurance.
- 32.3 In exceptional/emergency situations the individual has access to the reserve, which they can use to address the immediate problem. However, they would then need to account for this, and the Direct Payment account would then need to be re-balanced.

33. Monitoring and Review of Direct Payments

- 33.1 As a minimum, a clinical review of an individual's PHB care provision should be performed within three months of the first direct payment and then annually thereafter.
- 33.2 Financial monitoring will take place monthly by the CCGs (or their representative), and individuals must be able to provide sufficient evidence, i.e. receipts and bank statements and invoices, that show the payment has been used in line with their care plan.
- 33.3 The CCG will check at appropriate intervals how direct payments are being used.
- 33.4 The individual, their representative or their nominee (as applicable) should retain for audit purposes (for 6 years after the CCG has paid the first direct payment):
- Bank Statements;
 - Cheque and paying-in books;
 - Invoices and receipts;
 - PAYE, NI and other payroll records;
 - Any other information relating to the use of the direct payment.
- 33.5 The CCG will ensure that the recipient is clear as to what information may be required as part of its review.
- 33.6 This monitoring and review requirement applies equally to personal health budgets delivered in the form of a Third-Party Budget

34. Stopping or Increasing/Reducing Direct Payments

- 34.1 The amount provided under direct payments may be increased or decreased at any time, provided the new amount is sufficient to cover the full cost of the individual's care plan.
- 34.2 PHBs and direct payments are not a welfare benefit and do not represent an entitlement to a fixed amount of money. A surplus may indicate that the individual is not receiving the care they need or too much money has been allocated.
- 34.3 Before making a decision to stop or reduce a direct payment, wherever possible and appropriate, the CCG will consult with the person receiving it to enable any inadvertent errors or misunderstandings to be addressed and enable any alternatives to be made.
- 34.4 Where direct payments have been reduced, the individual, their representative or nominee may request that this decision be reconsidered and may provide evidence or relevant information to be considered as part of that deliberation.
- 34.5 Where this happens, the individual, representative or nominee must be informed in writing of the outcome of the reconsideration and the reasons for this decision. The CCG are not required to undertake more than one reconsideration of any such decision.
- 34.6 If the individual remains unhappy about the reduction, they should be referred to the CCG complaints procedure.
- 34.7 The CCG will stop making direct payments where:

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- An individual with capacity to consent, withdraws their consent to receiving direct payments;
- An individual who has recovered the capacity to consent, does not consent to the direct payments continuing; or
- A representative withdraws their consent to receive direct payments, and no other representative has been appointed.
- The money is being spent inappropriately (e.g. to buy something which is not specified in the support plan);
- Direct payments are no longer a suitable way of providing the individual with care;
- A nominee withdraws their consent, and the individual receiving care, or their representative does not wish to receive the direct payment themselves;
- The CCGs have reason to believe that a representative or nominee is no longer suitable to receive direct payments, and no other person has been appointed;
- Where there has been theft, fraud or abuse of the direct payment;
- If the individual's assessed needs are not being met or the person no longer requires care.

34.8 Where PHBs and direct payments are stopped, the CCG will give reasonable notice to the individual, their representative or nominee in writing, explaining the reasons behind the decision.

34.9 It should be noted that, after a direct payment is stopped, all rights and liabilities acquired or incurred as a result of the service(s) purchased by direct payments will be transferred to the CCG.

35. Reclaiming a Direct Payment

35.1 The CCG can claim back the value of PHBs and direct payments from individuals where:

- They have been used to purchase a service that was not agreed in the care plan;
- There has been theft or fraud
- The individual recipient has died leaving part of the direct payment unspent
- The support plan has changed substantially resulting in surplus funds
- The individual accumulates a significant under spend for any other reason; or the money has not been used (e.g. as a result of a change in the care plan or the individual's circumstances have changed) and has accumulated.

35.2 If a decision to reclaim payments is made, then 1-month notice must be given to the individual, their representative or nominee, in writing, (except in exceptional circumstances) stating:

- The reasons for the decision;
- The amount to be repaid;
- The time in which the money must be repaid;
- The name of the individual responsible for making the repayment.

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35.3 The individual, their representative or nominee may request that this decision be reconsidered and provide additional information to the CCG for reconsideration. Notification of the outcome of this reconsideration must be provided in writing and an explanation provided. The CCG are not required to undertake more than one reconsideration of any such decision. If the individual remains unhappy about the reduction, they should be referred to the CCG complaints procedure.

36. Exclusions from Personal Health Budget Direct Payments

There are some people to whom the duty to make direct payments does not apply. This includes those:

a) subject to a drug rehabilitation requirement, as defined by section 209 of the Criminal Justice Act 2003 (drug rehabilitation requirement), imposed by a community order within the meaning of section 177 (community orders) of that Act, or by a suspended sentence of imprisonment within the meaning of section 189 of that Act (suspended sentences of imprisonment)

b) subject to an alcohol treatment requirement as defined by section 212 of the Criminal Justice Act 2003 (alcohol treatment requirement), imposed by a community order, within the meaning of section 177 of that Act, or by a suspended sentence of imprisonment, within the meaning of section 189 of that Act

c) released on licence under Part 2 of the Criminal Justice Act 1991 (early release of prisoners), Chapter 6 of Part 12 of the Criminal Justice Act 2003 (release on licence) or Chapter 2 of the Crime (Sentences) Act 1997 (life sentences) subject to a non-standard licence condition requiring the offender to undertake offending behaviour work to address drug or alcohol related behaviour

d) required to submit to treatment for their drug or alcohol dependency by virtue of a community rehabilitation order within the meaning of section 41 of the Powers of Criminal Courts (Sentencing) Act 2000 (community rehabilitation orders) or a community punishment and rehabilitation order within the meaning of section 51 of that Act (community punishment and rehabilitation orders)

e) subject to a drug treatment and testing order imposed under section 52 of the Powers of Criminal Courts (Sentencing) Act 2000 (drug treatment and testing orders)

f) subject to a youth rehabilitation order imposed in accordance with paragraph 22 (drug treatment requirement) of Schedule 1 to the Criminal Justice and Immigration Act 2008 ("the 2008 Act") which requires the person to submit to treatment pursuant to a drug treatment requirement

g) subject to a youth rehabilitation order imposed in accordance with paragraph 23 of Schedule 1 to the 2008 Act (drug testing requirement) which includes a drug testing requirement

h) subject to a youth rehabilitation order imposed in accordance with paragraph 24 of Schedule 1 to the 2008 Act (intoxicating substance treatment requirement) which requires the person to submit to treatment pursuant to an intoxicating substance treatment requirement.

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i) required to submit to treatment for their drug or alcohol dependency by virtue of a requirement of a probation order within the meaning of sections 228 to 230 of the Criminal Procedure (Scotland) Act 1995 (probation orders) or subject to a drug treatment and testing order within the meaning of section 234B of that Act (drug treatment and testing order)

j) released on licence under section 22 (release on licence of persons serving determinate sentences) or section 26 of the Prisons (Scotland) Act 1989 release on licence of persons sentenced to imprisonment for life, etc.) 34 or under section 1 (release of short-term, long term and life prisoners) or section 1AA of the Prisoners and Criminal Proceedings (Scotland) Act 1993 (release of certain sexual offenders) and subject to a condition that they submit to treatment for their drug or alcohol dependency.

k) If the individual is subject to certain criminal justice orders for alcohol or drug misuse, then they will not receive a direct payment. However, they might be able to use another form of PHB to personalise their care and alternatives

Although these groups are excluded from a PHB Direct Payment the CCG could still agree that an individual in this group could receive a notional or Third Party

32. Appendix 3: South West London CCG Personal Health Budgets Direct Payment Agreement

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Personal Health Budget Policy

Personal Health Budgets Direct Payment Agreement

This document forms the “Agreement” between:

(1) South West London Clinical Commissioning Group 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.

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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 “CCG” shall mean either South West London Clinical Commissioning Group or NHS South West London 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, Wandsworth, Croydon, Sutton, Richmond and Kingston.

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 CCG 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 CCG (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 CCG.

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 CCG’ employee or representative assigned to assess the Client’s needs on an on-going basis to be identified by the CCG to You from time to time in accordance with clause 5 of this Agreement.

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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 CCG.

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 CCG 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 CCG 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 CCG 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 CCG.

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 CCG 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 CCG no less than 28 days’ written notice.

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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 CCG 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 CCG will undertake a review of the Client's CHC. The CCG 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 CCG) 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 CCG 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 CCG 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 CCG.

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 CCG 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:

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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 CCG) 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 CCG 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:

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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 CCG during the term of this Agreement, then You have the right to contact the CCG in writing detailing Your objections.

5.3.1 The CCG shall acknowledge the objection within ten working days of receipt. The acknowledgement will include details of how the CCG will investigate the decision and respond to You within twenty-eight working days of the date of acknowledgement. The decision of the CCG 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 CCG in any form, and this must be done through CCG complaint process.

5.5 If the CCG suspect that there is any misuse of the Direct Payment, the CCG 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 CCG;
- 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 CCG reserve the right to suspend or withdraw the Direct Payment should the CCG 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 CCG reserve the right, in the following circumstances, to terminate this Agreement with immediate effect;

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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 CCG consider that You are unable to manage the Client's PHB;

6.1.5 Where the CCG 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 CCG 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 CCG 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 CCG may have access to the designated bank account.

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

7.5 The CCG 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 CCG 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 CCG reserve the right to contact You to review Your Support Plan.

7.6.2 Subject to clause 7.6.1, the CCG 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 CCG 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 CCG 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 CCG.

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

8. Responsibilities of the CCG

8.1 The CCG 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 CCG 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 CCG 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 CCG 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 CCG 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.

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

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

8.7 The CCG 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 CCG 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 CCG 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 CCG reserve the right to vary Your PHB

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

8.10 The CCG 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 CCG 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 CCG become aware of safeguarding concerns, we have responsibility to raise these with the appropriate authorities. The CCG 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 CCG, 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 CCG 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 CCG reserve the right to terminate this Agreement with immediate effect in accordance with 6.1.

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- 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 CCG in accordance with the terms of this Agreement.
- 9.5 If You do not spend the PHB, as detailed in the Support Plan, the CCG 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 CCG or the Case Manager, you must forward to the CCG 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 CCG 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 CCG 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 CCG 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 CCG. In these circumstances the CCG 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

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- 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 CCG to review. All training requirements as agreed and detailed in Your Support Plan will be funded by the CCG.

9.19 If You use the Direct Payment to employ someone You will ensure the use of appropriate contracts of employment. The CCG can advise on how to obtain suitable advice and support on employment arrangements. From time to time the CCG 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 CCG 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 CCG.

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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 CCG.

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 CCG, 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 CCG believes it would unlikely to be in Your best interest, or exposes You or the CCG to unnecessary risk.

9.31 You must provide, on request, any information reasonably requested by the CCG. 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 CCG reserve the right to review or even terminate the Direct Payment.

9.32 You must follow any reasonable instruction given to you by the CCG 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 CCG 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 CCG and this is stated in the Client's Support Plan.

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10.5 The Representative/Nominee shall inform the CCG 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 CCG 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 CCG 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 SWL CCG.

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 CCG 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.

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

12.5 The CCG 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 CCG and the Client in respect of the PHB and supersedes any previous arrangement, understanding or agreement between the CCG 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

.....

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Address

.....

Signed for the CCG

.....

.....

Print Name

Date

.....

Designation

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33. Schedule 1 - 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?

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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?

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The current treatment for my health condition/s
My wishes and preferences for the treatment and support

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		

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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

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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?

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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

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				

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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)

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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)

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		£
		£
		£
		£
		£
		£
		£
		£

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		£
		£
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

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:	

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CCG Budget approval

Name of Approver:

Job Title:

Signature:

Date:

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34. Schedule 2 NHS South West London CCG Personal Health Budget Direct Payments – Bank Details Form

CLIENT Identification Number: _____ Place Team

(i.e.: Caretrack/Broadcare 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: address advised by the SWL CCG

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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.

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35. Appendix 4: NHS South West London CCG Personal Health Budget Notional Agreement

Agreement of a Notional PHB betweenCCG and(individual username)

1. I agree that my NHS Continuing Healthcare (CHC) funded package of home care should be managed as a personal health budget
2. I have agreed the health and wellbeing outcomes I want to achieve with the NHS CCG Continuing Healthcare team and these are as described in my personal Support Plan.
3. I can change how my PHB is spent to achieve the outcomes described in my Support Plan want but this must be agreed with the CCG CHC team.
4. The value of my personal health budget is £ , This budget will fund the care and support described in my Support Plan
5. I have chosen for my PHB to be commissioned on my behalf by the CCG CHC Team from (name of provider) as a notional PHB.. I can choose or change the provider of my package of care, but this must be agreed with the.....CCG CHC team.
6. I understand that my PHB Support Plan will be reviewed by theCCG CHC team on an annual basis.

AGREEMENT:

On behalf of the PHB holder:

Full Name

Signature

Date

(State relationship if not the named individual at the top of this agreement)

On behalf of NHSCCG:

Full Name and Designation/Title

Signature

Date