

## **DCC Individual Service Agreement - Community Care Arrangement Service**

### **This agreement is made between**

Adult Social Care, Derby City Council, The Council House,  
Corporation Street, Derby, DE1 2FS.

**and**

Name:			
Address:			
AIS/LAS ID No:		NHS number:	

This agreement supersedes all previous agreements and only the detail contained herein shall apply to this arrangement.

### **The Agreement**

It is formally agreed between the Service Manager on behalf of Derby City Council Adult Social Care and yourself or your representative on your behalf, that you shall receive the Community Care Arrangement Service as defined below for the following 12 months when it will be reviewed unless your needs change during this period.

### **The Care Arrangement Service**

Adult Social Care will contract on your behalf with Homecare service providers on the Derby City Council procurement framework to provide homecare services as described in your Support Plan. Normally, a single Homecare provider will deliver all the homecare support described in your support plan. Homecare services will be delivered in accordance with the Derby City Council procurement framework terms and conditions.

Adult Social Care will organise and arrange day care services on your behalf as described in your Support Plan. This service will normally be provided directly by Derby City Council.

### **The Charge**

The Care Arrangement Service charge is in two parts.

- i) A Set-up charge is made for establishing the individual contract(s) on your behalf. When services are being restarted after a break of a month or more and a set-up fee has not been paid in the previous 12 months from the start date of the new services, then a new set-up charge will be payable.

- ii) An annual maintenance charge is made for managing the contract throughout the year, payable in advance. This includes changing, suspending and re-starting the homecare services as required, and checking that any variations claimed by the provider(s) have been authorised by you.

## **Variations**

You will be able to make changes to your homecare service directly with the provider. Any changes agreed must also be communicated to Adult Social Care to authorise the consequential variation in the invoice submitted by the provider. Variations must be notified within five working days of the change being made.

## **Your Commitment**

You hereby agree to pay the set-up fee and the first annual maintenance fee for which you will be invoiced by Derby City Council. You will be invoiced for subsequent annual maintenance fees by the Financial Assessments and Contributions Team in a separate notification.

You hereby agree to pay for the care arranged on your behalf for which you will be invoiced by Derby City Council on a 4-weekly basis.

## **Ending this Agreement**

If you wish to cancel your Care Arrangement Service, you will need to give 28 days' notice. You will be refunded a proportion of the annual maintenance charge you have paid in advance. The refund will be based on the number of whole unused calendar months remaining.

If you fail to pay your Care Arrangement Service charge or the charges for the care and support services arranged on your behalf, Derby City Council Adult Care Department will take debt recovery action and your service will be brought to an end. This will be subject to a period of notice of at least 28 days. If you are subject to a period of notice, Derby City Council Adult Social Care Department will assist you to find suitable alternative services.

## **Contacts**

Service Manager name:	
email address:	
telephone number:	

Any queries regarding financial concerns should be made to the:

Homecare Charging and Support Team,  
People Services  
Derby City Council,

2nd Floor, Council House,  
Corporation Street,  
Derby DE1 2FS.

Email: [homecarecharging@derby.gov.uk](mailto:homecarecharging@derby.gov.uk)

Telephone: (01332) 640777

## **Complaints**

Should you or your representative wish to make a complaint about the service provided, copies of the leaflet 'Have your say' are available in all service areas and reception areas of Council buildings. You can also give us feedback using the form on the website here:

<http://www.derby.gov.uk/council-and-democracy/complaints/complaints-procedure/>

## **Signatures**

This agreement has been explained to me and is signed and agreed by the following:

Customer's signature:		Date:
and / or my representative's signature:		Date:
Signed on behalf of Derby City Council :		Date:
Print name and Title:		

## **Privacy Notice**

Derby City Council will treat the information provided in confidence and in accordance with the Data Protection Act 1998. It will be used so that we can administer your services. It may be shared with other professionals who may be involved with you for the same or similar purposes. This can include professionals such as an independent support planner, your homecare providers, your GP, District Nurse, Community Matrons and Occupational Therapists and so on, It may be shared with health services where that would be a benefit to you and/or in order to promote your personal health and wellbeing. It may also be shared with health services to be used in an anonymised way to help improve the planning of health and social care services generally.

**Please tell us if you do not want us to share your information with other professionals.**

**Classification: OFFICIAL**

The information you provide may be shared with other departments in the Council for the purpose of preventing fraud or the misuse of public funds, or for a legal or statutory requirements. It may also be shared with other public bodies such as the Cabinet Office (the successor to the Audit Commission) for a similar purpose.

**Classification: OFFICIAL**