

Community Short Breaks Grant Agreement

Between

Derby City Council (“we”/“us”)

and

NAMEOFPARENTCARER (“you”)

for the provision of a Short Breaks Grant for

NAMEOFCHILD

This Agreement states what you must do in agreeing to receive a Community Short Breaks Grant and what we will do when agreeing to make the payment to you. You have informed us that you wish to receive a Community Short Breaks Grant, and you have agreed that you can manage the Grant without our assistance.

We will pay you a one-off payment which will be paid directly to your nominated bank account. This Award will be used for the purpose set out below.

Agreed activity	
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We will:

- Require you to submit evidence of expenditure at the end of the Grant period; this will include a completed and signed Spending form and copies of receipts for proof of purchase.

You as the parent/representative receiving the Grant will:

- Nominate a bank account for the Grant to be paid into as a one-off payment as agreed and be responsible for ensuring that the payments are received into this account.
- Be responsible for making all the necessary arrangements to ensure that the child receives the support agreed.
- Be responsible for ensuring your child’s safety and security whilst receiving support funded through the Grant, including ensuring that they are appropriately accompanied, as necessary.
- Be responsible for the terms and conditions of any agreement made with any other parties for the purpose of arranging the support agreed.
- Take all reasonable precautions to make sure that all arrangements you make for your child funded by the Grant will be in accordance with all relevant laws designed to ensure that they are safe.
- Ensure that any third parties involved in the provision of the support agreed are appropriate individuals to undertake such activities.

- Make sure that your child receives the support as set out in this Agreement.
- Give written notice (within 14 days) to us if your child's needs change on a permanent basis, allowing 20 working days' notice for an interim review to be arranged by us.
- Give written notice to us if your child moves address.
- Give written notice to us if your child is unable to receive the support agreed so that the Grant may be adjusted.
- Repay some or all of the Grant if:
 - for whatever reason, you are unable to arrange the support agreed.
 - you have been using the Grant for items or services other than those agreed.
 - the Grant has been inappropriately used (either intentionally or unintentionally), or you have shown yourself to be incapable or unwilling to manage your Grant correctly.
 - you fail to return the evidence of expenditure to us at the end of the Grant award period.
 - we suspect that criminal activity has taken place; or
 - We decide that another form of assistance is to be offered. Derby City Council are required to seek out value for money, if an alternative service is identified which meets the child's needs and is more cost effective this service would be offered.
 - You receive additional funding for short break social activities within the period of this agreement.
- Repay any overpayment within 14 days of presentation of an invoice from us.
- Understand that if your child is assessed as no longer being eligible, the Grant will end.
- Not use money received as a Grant for any purpose other than stated in this Agreement in the 'Agreed Activity' section on Page 1.
- Maintain clear and accurate records of all spending and submit a completed spending form and copy of all receipts at the end of the Grant award period.
- You will notify us if, during the period of this Agreement, your child receives other equivalent short break activities. This may include:
 - residential stays at school
 - hospice care
 - charity care
 - play schemes
 - Derby City Council Youth Services
 - Derby City Council Fostering Link Care scheme
 - After school clubs
 - Residential short breaks at the Light House.
 - A Direct Payment awarded by a social care professional for social activities.

You may *not* use the Grant on any of the following:

- For making cash-in-hand payments to procure services or support.

- To employ a personal assistant, even if they are self-employed.
- To buy services from us unless otherwise agreed
- For non-statutory liabilities, such as tips, bonuses, or ex gratia payments
- For anything that is illegal
- For an activity or item that exposes any individual to serious risk of harm; or
- For anything else that has not been agreed by us.

For items, goods or services that do not provide activities in the community for your child, such as:

- To buy resources in the home such as toys, games, play or sensory equipment, IT equipment, computer games, garden play items or gym equipment.
- Clothing.
- Household expenses, such as groceries or personal items.
- Personal care expenses such as spa treatments, hairdressing, etc.
- Utility bills, TV Licence, Council Tax.
- Takeaway food and takeaway food deliveries.
- Mobile phone repair and bills/top up.
- Subscriptions for household services, such as streaming services like Amazon or Netflix etc.
- Direct Debits/Standing Orders (unless subscriptions paid for the identified activity).

On costs that any parent/carer would usually pay for their child, **regardless of their disability**, such as:

- Activities, days out or holidays for the whole family.
- Hire of holiday accommodation, caravans, camp site or flight costs.
- Transport (mileage, petrol, taxis, trains, and parking costs for your child to attend activities and return home). This should be funded by DLA/PIP payments.
- Incidental costs such as meals and refreshments.
- Siblings and/or friends to join your child in the activities.

Suspending and terminating this agreement

We will give you notice in writing setting out our reasons for any decision to suspend your Grant, or stop payment and terminate this Agreement, if:

- you notify us in writing that you no longer consent to receiving a Grant
- there ceases to be a person to whom a Grant may be made
- for whatever reason, you are temporarily unable to arrange support
- we become aware that the making of Grant is:
 - (i) having an adverse impact on other services which the local authority provides; or
 - (ii) no longer compatible with the authority's efficient use of its resources
- you have been using the Grant for items or services other than those agreed

- your Grant has been inappropriately used (either intentionally or unintentionally), or you have shown yourself to be incapable or unwilling to manage your Grant correctly
- you fail to comply with the review or financial monitoring process
- we suspect that criminal activity has taken place, or
- We decide that another form of assistance is to be offered. The Local Authority has a requirement to find services which provide value for money.

We reserve the right to recover payments as necessary (in line with the Council's debt recovery process).

I understand and agree to the terms of this Agreement:

Signed by Parent, Carer or Representative in receipt of the Grant

Print Name:

Date:

Signed on behalf of Derby City Council by

Dr Freeman

DATE:

Please sign and return this Agreement to:

Community Short Breaks Team at the Light House
Derby City Council
Council House
Corporation Street
Derby, DE1 2FS

communityshortbreaks@derby.gov.uk

Privacy Notice

How is your information used?

The information we collect will be used for the purpose of completing a financial assessment (if required), for setting up, paying, monitoring and administering a payment to enable you in accordance with the child or young person's support plan.

Who will your information be shared with?

The information provided may be shared with other departments in the Council (such as Commissioning, Finance etc.) The amount that you are paid, and details of the financial assessment may be shared with health colleagues, schools or other educational settings, along with any other agencies that are working with the child or young person for the same or similar purposes. The information may also be shared with the Department for Education (DfE), Ofsted, CQC, the Adoption Leadership Board and the HCPC because we have a legal duty to do so.

For further information about how your personal information will be used please visit www.derby.gov.uk where you can see a full copy of our privacy notice. Alternatively, you can request a hard copy from us by phoning 01332 256959 or emailing us at: communityshortbreaks@derby.gov.uk