

This agreement relates to the Direct Payment Support Service provided to you by staff employed by Purple. Your support service could include:

* Employer Advice and Guidance
* Support with the recruitment of PAs/carers
* Payment Services

This agreement sets out:

* The rights and responsibilities of the staff and management of Purple
* Your rights and responsibilities as the customer
* Fundamental information on the service we provide, including when and how you should contact us, and in what circumstances it is your responsibility to inform us of any changes
* Our obligations under the Data Protection Act and any sharing of your personal information

This agreement is between:

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|  | **Your Details**  |
| **Name** |  |
| **Address** |  |
| **Telephone Number**  |  |
| **Email**  |  |

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|  | **Our Details**  |
| **Organisation Name**  | Purple Zest  |
| **Head Office** | BIC109, Arise Innovation HubAlan Cherry DriveChelmsford, EssexCM1 1QT  |
| **Telephone Number**  | 0116 442 2368 |
| **Email**  | leicester@purple-dpss.co.uk  |

Our values in everything we undertake are based on building **Trust** with our customers, making **Brave and Bold** judgements and decisions, promoting **Diversity**, and encouraging **Aspirational** values.

Purple makes the following commitment to you by signing this agreement:

1. A Direct Payment Support Service which is personalised to you as an individual and holistic in its approach.

1. A transparent and open service, which seeks your views to continuously improve.

1. The ability for you to communicate with us, provide information and get information you need via online and digital means, so your support service is available anytime and anywhere.

1. An allocated Employment, Advice and Guidance (EAG) Coordinator to provide you with independent support on your Direct Payment and your responsibilities as an employer. This person will be allocated from a team and may change as time progresses.

1. To keep in touch with you and communicate with you along your Direct Payment journey so you understand what is happening, what we are doing on your behalf, and what you need to do next.

1. The ability to explore other areas of support outside of Direct Payments, such as employment, to assist you achieve your goals.

1. We can offer you one of the following 3 accounts with us;

* + **Managed Account: Invoice Only:** We will receive funds on your behalf and pay all invoices from agencies or self-employed PA every 4 weeks in line with the support plan and complete all auditing responsibilities for the local authority. You will need to ensure your agency or self-employed PA’s you will need to ensure they are registered for.
	+ **Managed Account with BACs Payroll:** We will receive funds on your behalf and pay all invoices and process all timesheets every 4 weeks in line with your support plan. We will ensure that the correct insurance is in place and that all tax, national insurance, pensions and all other employment related payments. We will be responsible for all auditing from the local authority. You will need to ensure that you remain within your budgeted hours and ensure that timesheets are signed and submitted on the dates provided to you.
	+ **Process Only:** You will receive funds into a bank account used only for your Direct Payment. You will be responsible for ensuring that the relevant employers liability insurance is in place and any auditing requested by the local authority. You will also ensure that timesheets are signed and submitted every 4 weeks. We will then advice you on the payments that need to be made from your account.

**Compliments and Complaints:** We are always looking to hear from our customers about what works well or how we can improve the services we provide. Should you have any feedback, positive or negative, we would love to hear from you. Compliments, comments, suggestions, concerns and complaints can be sent via email or post, made via phone, or raised with a member of Purple staff using the contact information on the first page of this document. Purple’s Compliments and Complaints Policy is available on our website [(www.wearepurple.org.uk/contact-us)](http://www.wearepurple.org.uk/contact-us), or on request in other formats.



As our customer, a Direct Payment service user, and employer of PAs/carers, we ask you to make the following commitment by signing this agreement:

1. While Purple will provide you with employment support and guidance, and potentially pay your PAs/Carers on your behalf from your Direct Payment funds, we are not the employer of any of your PAs/carers. You are their employer and are responsible for all areas of their employment. We will provide you with all the information, advice and guidance you need on your obligations as an employer and you will then take responsibility for implementing good practice and safe recruitment.

1. If you are employing PAs/Carers to work with children and families, you ensure they have a disclosure and Barring Service (DBS) check before they start working for you. We strongly recommend you undertake DBS checks on all PAs/Carers but it is only mandatory for anyone working with young people.

1. To not spend your Direct Payment monies on anything not detailed in your support plan. If you feel that your support plan does not meet your needs, you will speak with your social worker and ask for a review before spending any monies out of your Direct Payment funds which are not covered by your support plan.

1. To not overspend on your Direct Payment, and go above your agreed budget. If you feel your agreed budget can no longer meet your needs, you will speak to your social worker and ask for a review before spending any monies out of your Direct Payment funds which are over and above your agreed budget. This is important as it could result in your account going into deficit and your PAs/carers not being paid.

1. To retain copies of all relevant monitoring information related to your Direct Payment such as the hours submitted on your PAs timesheets.All payroll records should be kept for seven years in accordance with HMRC regulations.

1. To provide us with correct contact details for yourself, including an email address, and ensure you advise us of any changes.

1. If employing your PAs/carers directly, to provide us with an email address for them so we can send them payslips, and ensure you advise us of any changes.
2. If you have a Payment Service with us, to submit your PAs/carers timesheets on time and by the pay day deadlines set out in the schedule inside the Purple Payment Service Startup pack. Failure to submit your employee’s timesheets on time or without all the relevant information may result in a delay to their payments.
3. If you have a Payment Service with us, to ensure Contribution Payment is made is line with the Council’s payment date which is 4 weeks in advance. Failure to make payments may result in a delay in making payments to your Personal Assistant/Agency.
4. If there are any changes to your PA’s contract, hours of work, rate of pay etc you will inform us of this. You will also need to inform us of any PA’s that enter or leave your employment. Failure to inform us of changes may result in the over/under payment of your staff.

1. On 1 July 2007 England became a smoke free zone. In work places, it is now illegal to smoke. Our staff are entitled to work in a smoke free environment and you will ensure, if our staff are in your home undertaking a face to face employer advice and guidance or support planning meeting, you do not smoke whilst they are there.

1. To behave respectfully, to not be verbally or physically abusive, to not use illegal substances, and to not perform actions that place a member of our staff in harm’s way, either on the phone or whilst a member of our staff is in your home undertaking a face to face meeting with you.



In the unlikely event that Purple either choose to cease or are unable to continue providing you with a Direct Payment Support Service, we will give you 28 days’ notice in writing. We also reserve the right to give you 24 hours’ notice to end our service should you breach clause 11 of Your Commitment.

If you wish to cease your agreement with Purple we require 28 days’ written notice, and this must be a signed document from you (our customer). This is because it will take us 28 days to retrieve, reconcile and transfer your data either back to your Local Authority or to your new provider.



To provide you with the agreed Direct Payment Support Service, Purple will need to obtain and store your personal information. By signing this agreement, you give permission for Purple to store your information and share it with other agencies where appropriate, in full compliance with the terms of the Data Protection Act 1998.

* + I give permission for Purple to obtain my current case information from the appropriate Local Authority
	+ I give permission for Purple to contact/correspond with appropriate external organisations on my behalf
	+ I agree to Purple storing my information. Any information about me will be held on file for a period of no longer than 7 years from the closure of the case and then securely disposed of
	+ Should Purple novate this contract to a subsidiary organisation I consent to my data being transferred, stored and used on these terms
	+ As part of Purple’s Quality Assurance Scheme, I give my consent for my records to be viewed by an independent auditor for a quality review only
	+ I understand that I can review my information held by Purple at any time by making a formal written or electronic request – known as a subject access request (SAR) – and providing proof of my identity with this request
	+ We may occasionally need to share information relating to your support with other **relevant** parties if this is required by law, e.g. HMRC, insurers etc and you consent to us undertaking this on your behalf. If information is required by a body not directly relevant to your support, we will contact you to inform you of the request and seek your authorisation before sharing any information.



I have read and understood the Purple Customer Agreement and will abide by its clauses and guidance. I understand that if I do not comply with my responsibilities as a customer of Purple and a Direct Payment Service user, my Direct Payment Support Services may be put at risk.

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| **Customer Name**  |  |
| **Customer Signature**  |    |
| **Date**  |   |

If you have a representative who you are authorising to sign this agreement on your behalf, and act on your behalf for the purposes of your Direct Payment Support Service, please complete the box below.

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| --- | --- | --- | --- | --- |
| **My** **Representative** | **Title (please circle)**  | **Foren** | **me/s**  | **Surname**  |
| **Mr**  | **Mrs**  | **Miss**  | **Ms**  |  |  |  |
| **Signature of Representative**  | **Date**  |
|  |   |