Individual Service Fund Agreement (ISF)

between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Individual)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(ISF Provider)

**This agreement is between:**

1) Insert the name and address of the Individual (“you”):

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2) Insert the name and address of the ISF Provider Organisation (“we” or “us”):

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Start date of this agreement:

**THE REASON FOR THIS AGREEMENT:**

1. You have requested that we should act as your Individual Service Fund (ISF) Provider to deliver the support and outcomes as described in your agreed Support Plan.
2. Dorset County Council is willing, at your direction, to make an ISF payment to us to provide a service to you as set out in your Support Plan using this ISF to meet your needs.

**WHAT DORSET COUNTY COUNCIL HAVE AGREED TO DO:**

1. To pay us the allocated ISF of £ [INSERT BUDGET] per week on your behalf. This figure is the total budget required to meet your unmet eligible needs, minus the assessed Service User Contribution. Carers do not have to pay contributions, so payment for a Carer will always be the full Personal Budget amount. ISF Payments will be made two weeks in advance. Payments will be made via BACS.
2. Regularly review your Support Plan. If as a result of the review there is a change in your needs this may result in a change in the amount of the allocated Personal Budget identified in Condition 3.
3. Allow you to keep a surplus of up to 4 times your weekly budget in your ISF for a period of up to 12 weeks, or enough to cover an identified need in the future in order to help meet your needs in a flexible way.

**WE AGREE**

1. We will work with you in a flexible way to provide support to meet your unmet needs and outcomes as set out in your Support Plan using the budget identified in Condition 3. This will be in a way which promotes maximum choice and control for you, keeps you safe, listens to you if you are unhappy with the support, and works with you to make improvements to your support.
2. We will give you a clear explanation of our commitment to you, and we will explain to you and your Circle of Support how your ISF is being used to meet your needs.
3. We will collect your assessed Service User contribution (if any) directly from you, and inform the Credit Control Team at Dorset County Council if this has not been paid for more than 4 weeks.
4. We will notify the Credit Control Team at Dorset County Council if we become aware of any change in your financial circumstances.
5. Where we perceive a significant change that may affect your Support Plan, we can ask Dorset County Council to undertake a formal reassessment. We will work with you and your Circle of Support to redesign your services and in the case of any significant change we will notify the Councilr.
6. We will keep a clear record of the ISF received and how it is being used to meet your support needs, including bank statements, invoices, receipts, cheque book stubs and any other documentary evidence that demonstrates how the ISF is being used.
7. We will provide Dorset County Council with an annual summary of income received and expenditure incurred every 12 months from the start date of the ISF, in relation to the your ISF.
8. We will allow Dorset County Council or you full access to the records detailed in Condition 11, and Condition 12 as required for audit purposes. We will answer queries and co-operate with any Council concerns regarding fraud or maladministration. We will comply with all requests from you or the Council for any additional information required to fully audit use of the ISF.
9. We will maintain and keep records in line with the Data Protection Act 1998.
10. We will give you clear choice to buy Care and Support from other organisations. If you want us to manage your ISF but don’t want us to provide much or any of your direct care or support, we may need to charge an administration fee. If we need to charge you an administration fee then we tell you this and explain the amount to you before you sign this agreement so you can decide if you still want us to support you. The administration charge we have agreed with you is £[INSERT AMOUNT] per week/month
11. We will support you to find a new ISF Provider if either you or we decide to end this agreement.

**YOU AGREE**

1. You will work with us to plan services which meet your needs flexibly as set out in your Support Plan.
2. You will raise any concerns about how your support is being provided. If you are unhappy with your support you should first tell us. If you feel unable to do this, or are unhappy with our response, you can tell the Council by contacting Dorset Direct who will help you. Dorset Direct can be contacted on 01305 221000.
3. You agree that we can share personal information about you with Dorset County Council, in order to help make sure your needs are met appropriately, in line with the Data Protection Act.
4. You agree to pay your financial contribution, if any, directly to us. Your financial contribution, if any, will be calculated following a Financial Assessment and you will be advised of this in advance of payment being requested. You understand that failure to do so may result in the ISF being stopped and your needs being met by the Council using a service bought by the Council, and your contribution will be collected by the Council

**ENDING THIS AGREEMENT**

1. You or we may end this agreement by giving at least 4 weeks notice to the other, in writing.
2. This agreement may be ended by us with immediate effect if in Dorset County Council’s opinion continuing the Contract would cause risk to your life, health or well-being.
3. In the event of your death, the Individual Service Fund will end immediately and all unspent money will be paid back to the Council.

You and we agree to the terms and conditions of this Agreement:

**Signed by you**

Signature…………………………………………………...........

Date……………………….......................................................

Signed on your behalf, confirming that the contents of this Agreement have been explained to you, and to which you agree:

**Signature on your behalf**

Signature.....................................................................................

Name …………………………………………………………………

Position ………………………………………………………………

Date ………………………………………………………………….

**Signed on our behalf**

Signature………………………………………………………………

Name ………………………………………………………………....

Position ……………………………………………………………....

Date …………………………………………………………………..