

Appendix 3 - Individual Service Funds – Easy Read



Individual Service Funds



What is an Individual Service Fund?



If you are eligible for support from the council you will have an assessment of your needs. The council decide how much your support may cost.



This is called your Personal Budget.



There are 3 different ways you get your Personal Budget.



1. You might be happy to manage your money by yourself.



You can choose to have your Personal Budget as a Direct Payment. The money will be paid into a bank account in your name. You can buy the support you want.



2. Sometimes this is too hard and you might want help to manage your money.



The council can look after your money and use it to buy support for you.



3. You can choose to have an Individual Service Fund. You choose a provider (not the council) to look after your money. They use it to buy support for you.

Why would I want an Individual Service Fund?



With an Individual Service Fund, you get to choose your service provider and have more of a say over how your support money is spent.



You get more choice of providers with an Individual Service Fund than you would if you wanted the council to look after your money.



You do not have the responsibility of looking after the money yourself.

Will I have to pay anything towards my care?



The council will do a financial assessment with you. This will look at how much personal money you have and if you need to pay a contribution towards your care and support.

Who can help me with an Individual Service Fund?



Your chosen provider could be an organisation who helps with care and support in your own home or the family home.



The provider you choose to hold your Individual Service Fund will help you design your care and support plan.



Your care and support plan is about what your life outcomes are and the support you need to achieve them.



With an Individual Service Fund you and your provider decide together what support you want to buy.



The council has a list of providers who can hold Individual Service Funds in Dorset.

Planning your services



You will be able to talk to your provider about your care and support plan. They can help you choose what support will meet your needs.



Your provider can tell you how much money you have spent on services and how much you have left.



When you and your provider have made your care and support plan, your Care Manager at the council will check it.



They will check if your care and support plan has the right amount of support for you and will meet your needs.

What happens next?



When your care and support plan has been agreed, your provider will start setting up services for you.



You can buy services from your chosen provider and buy additional support from other providers.



You could decide to buy

- Assistive technology
- A place at a day opportunity
- A club membership



You can tell your provider what you think when your services have started and let them know if there is anything you want to change.

You can ask for a review at any time.



You will also meet with your Care Manager at the council every year.



Your care manager at the council will talk to you to see if your care plan is still right for you and if anything needs to change.



If it has been agreed that you can afford to pay something, you will pay your contribution to the Council. The Council will tell you how much, how and when you need to pay.



If you do not pay your contribution, you might not be able to carry on with your Individual Service Fund.

What if I am not happy with my Individual Service Fund?



You can tell your provider you are not happy so they can try to fix the problem.



You can tell your Care Manager at the council if you think your provider is not listening to you and you are still not happy.



You can change your provider if you are not happy.



Your Care Manager at the council can help you to do this.



Individual Service Funds (ISFs) in Dorset

Guiding Principles:

- An individual budget managed using an ISF should support a good life not just the purchase of a service.
- In a time of reduced funding and increased demand providing the same traditional services with less money is not feasible – ISFs should be viewed as a tool for delivering creative outcomes and getting better value for Individuals using their budgets.
- We need to be prepared to think differently, be creative and consider responses that are not about services.
- Using an ISF, resources can go further by thinking differently. Solutions can be sought that may be simple but make a real difference to Individual's quality of life.
- The use of money from the budget must be clearly related to the outcomes specific to the person and their plan. It is helpful, for the purposes of accountability, if these are linked to broader national outcomes frameworks.
- Support planning needs to be clear and transparent; Individuals need to be assured that their support needs will still be met and that they will be safe and well.
- Relatively small creative solutions can have a significant positive impact on a person's quality of life – Individual Service Funds (ISFs) can enable this.
- Individual Service Funds are the key to ensuring Self-Directed Support is available to as many Individual as possible regardless of how involved they can be or want to be in the decision-making process.
- Individuals can always choose what parts of their service design, support, and budget they want to be in control of or manage and this can be negotiated and change over time.
- Individuals can have all the benefits of Self-Directed Support using an ISF without taking the responsibility for managing the budget or being an employer.
- If the person is not able to make decisions, they can still have an ISF managed for them, but it must be clear who is making decisions on their behalf.
- Support organisations are often in the role of being the decision-maker for Individual who lack capacity and have no family or friends. This is not a new situation and providers can and do act with integrity.
- The ISF planning process offers greater transparency and clarity about who is making decisions on the persons' behalf if needed.
- If a person has no one in their life to help them or make decisions, the priority in their support plan must be to achieve this by for example, consciously creating opportunities for friendships to flourish, actively developing a circle of support

Individual Service Fund (ISF) Agreement

between

Dorset Council

and

(Individual Service Fund Provider/Broker)

Revised June 2021

This agreement is between:

Dorset Council, County Hall, Colliton Park, Dorchester, Dorset DT1 1XJ (the "Council")

and

2) Insert the name and address of the Individual Service Fund Provider/Broker Organisation (the "Provider")

.....
.....
.....
.....

Start date of this agreement:



THE REASON FOR THIS AGREEMENT:

1. An Individual has requested that [INSERT NAME OF PROVIDER] act as their Individual Service Fund (hereafter referred to as ISF) Provider/Broker, and that the Council puts in place an ISF agreement between the Council and [INSERT NAME OF PROVIDER].
2. The Council is willing, at the direction of the Individual to make an ISF payment to [INSERT PROVIDER NAME] who agree to provide a service to [INSERT NAME OF INDIVIDUAL] as set out in their Support Plan using this ISF to meet their needs.
3. For the avoidance of doubt, if the parties agree that the Provider will provide the service to more than one individual, the terms of this Agreement will apply in respect of everyone.

WHAT THE COUNCIL AGREES TO DO:

4. To pay [INSERT PROVIDER NAME] the allocated weekly Personal Budget, paid on a fortnightly basis, on behalf of each Individual supported. In each case the figure paid will be the total budget required to meet the Individuals unmet eligible needs- ISF Payments shall be made 2 weeks in advance. Payments shall be made via BACS. (Dorset Council will collect any individual contribution directly from the Individual).
5. Regularly review each Individual's outcomes, at least annually. If as a result of the review, there is a change in their needs this may result in a change in the amount of the allocated Personal Budget identified in Condition 4.
6. Allow each Individual to keep a surplus of up to 4 times their weekly budget in their ISF, for a period of up to 12 weeks, or enough to cover an identified need in the future in order to help meet their needs in a flexible way.

WHAT THE PROVIDER HOLDING THE INDIVIDUAL SERVICE FUND AGREES TO DO:

7. Issue each Individual supported via an ISF with an ISF Agreement document, which details what [INSERT NAME OF PROVIDER] will do and what the Individual will do.
8. Obtain a signed copy of this agreement from the Individual or their authorised representative. The Council may reasonably request a copy of any individual's ISF Agreement, and the Individual will understand this upon signature.
9. Work with each Individual in a flexible way to provide support to meet their unmet needs and outcomes as set out in their Support Plan using the budget identified in Condition 4. This will be in a way which promotes maximum choice and control for the Individual, keeps them safe, listens to them if they are unhappy with the support, and works with them to make improvements to their support.
10. Explain to each Individual and their Circle of Support how their ISF is being used to meet their needs.
11. Notify the Financial Assessment Team if they become aware of any change in an Individual's financial circumstances.
12. Where the Provider perceives any Significant change in an Individual's circumstances that may affect the Support Plan, the Provider may request the Care Manager to undertake a formal Reassessment. The Provider will work with the Individual and their Circle of Support to redesign the Services and in the case of any significant alteration will notify the Care Manager of the changes made.
13. Keep a clear and separate record of the ISF received for each Individual and how it is being used to meet their support needs, including a signed copy of the Individual-Provider agreement, bank statements, invoices, receipts, cheque book stubs and any other documentary evidence that demonstrates how each ISF is being used.
14. Provide the Council with an annual summary of income received and expenditure incurred every 12 months from the start date of the ISF, in relation to each Individual's ISF. This account should be sent to each Individuals allocated Locality Team for recording against their case to be referred to at review.
15. Have a system in place for recording support banked which provides a sound audit trail as required by the Council.
16. Allow the Council and each Individual full access to the records relating to their own ISF, as detailed in Condition 13, Condition 14 and Condition 15 as required for audit purposes. To answer queries and co-operate with any Council concerns regarding fraud or maladministration. To comply with all requests from the Individual or the Council for any additional information required to fully audit use of the ISF. The Council or each Individual may request the information detailed in Condition 13, Condition 14, and Condition 15 at any point.

Maintain and keep records in line with the General Data Protection Regulation (**GDPR**) 2018 and compensate the Council in full if the provisions of the act are not complied with causing loss to the Council.

17. Pay back to the Council any Individual Service Fund surplus which has been carried for more than 12-weeks and is not needed for any other specific purpose. Returned funds from an ISF should be returned by alerting the Direct Payments Team so the correct codes can be given and providing the following information:

- ISF Provider name
- Individual name
- Amount being returned
- Period covered

- Method of repayment (Card payment/Cheque/BACS Transfer)
- Date of repayment
- Reason for return of funds

BACS Transfer repayment should be to the following account and should quote the Individuals Surname and the ISF Provider/broker as the reference:

Sort Code 600701

Account Number 59190019

Cheque repayment should include the Individuals Surname and ISF Provider on the back of the cheque.

- 18.** Give the Individual clear choice to commission Care and Support from other organisations. While Care and/or other support services may be offered to the Individual by the ISF Provider/Broker, the ISF Provider/Broker cannot insist that the entire plan is delivered by themselves. The Council recommend that a maximum of 80% of the ISF is provided directly by the ISF Provider/Broker, the remaining 20% is sourced from other suitable provision. Depending on how much of the plan they are asked to deliver, the ISF Provider/Broker may want to apply an administration charge for running the ISF. If the ISF Provider/broker intends to charge an administration fee for providing the ISF Service this needs to be reasonable, transparent, and will be made clear to the Individual before signing ISF Agreements so they can make an informed choice about who provides their service. The agreed administration fee will be recorded on the ISF Agreement.
- 19.** Support the individual to find a new ISF Provider/Broker if either party decides to end this agreement.
- 20.** Comply with all relevant legislation and good practice relating to the Service including but not limited to the Care Act 2014, Equality Act 2010, Human Rights Act 1998, Data Protection Act 2018 including GDPR, Mental Capacity Act 2007 and the Safeguarding of Vulnerable Groups Act 2006 and ensure all necessary insurances are in place.
- 21.** Use the monies provided only for the purpose of this Agreement and repay to the Council any sum not used in this way.

ENDING THIS AGREEMENT

- 22.** The Council or [INSERT PROVIDER NAME] may end this agreement by giving at least 4 weeks' notice to the other parties, in writing.
- 23.** This agreement may be terminated with immediate effect if in the Purchasers' opinion continuation of the Contract would cause risk to the life, health, or well-being of any Individual or potential Individual.
- 24.** In the event of the service ending, including in the event of an Individual's death, the Individual Service Fund for that Individual will cease immediately, and all unspent money will be paid back to the Council.

All parties agree to the terms and conditions of this Agreement:

Signed on behalf of the Provider

Signature.....

Name

Position

Date

Signed on behalf of the Council

Signature

Name

Position.....

Date