Kirklees Shared Lives Guidance 2.20

In conjunction with Shared Lives Plus 2015

Shared Lives Carer Agreement - New Carers 2015

The Shared Lives carer agreement outlines the role and responsibilities of the Shared Lives carer(s) in working with the Shared Lives scheme and the role and responsibilities that the Shared Lives scheme has in supporting and working with the Shared Lives carer(s). It also sets out the terms and conditions for the Shared Lives carer(s) approved by the Shared Lives scheme.

Terminology used in the Shared Lives carer’s agreement

**Person** means the person requiring support who will be using or living in the Shared Lives placement.

A **Shared Lives carer** is a person who, under the terms of a Shared Lives carer agreement provides, or intends to provide, personal care and support. They share their home and their family (and/or community) life and, where necessary, provide accommodation to the person using or living in a Shared Lives placement. In Shared Lives day support placements, this can be using the home as a base and then visiting the community. The use of the term ‘and/or community’ above takes account of: ‘and’ - that all Shared Lives involves sharing the community life of the Shared Lives carer; ‘or’ - that some Shared Lives carers (e.g. single Shared Lives carers who do not have regular contact with their families) may not consider themselves as having a ‘family life’ to share.

**Shared Lives workers** are individuals employed by a Shared Lives scheme and who have the competencies, qualities and experience needed to carry out the necessary tasks of the scheme including Shared Lives carer recruitment, approval and training; setting up, supporting, monitoring, and reviewing of Shared Lives placements.
Shared Lives scheme manager is registered with the relevant care regulator and has overall responsibility for the quality and safety of care and support of all Shared Lives placements within their Shared Lives scheme. The scheme manager has legal accountability for the final decision on approval of new Shared Lives carers, continuing approval and de-approval of exiting Shared Lives carers.

Shared Lives schemes are run by local authorities, health trusts or independent (profit-making or non-profit making) organisations. All Shared Lives schemes are responsible for recruiting and training Shared Lives carers; matching people with suitable Shared Lives carers; making Shared Lives placements and providing ongoing support and monitoring of Shared Lives placements. The care they provide is mainly for people aged 18+ and in some cases 16+ where they meet the eligibility for adult services or in Scotland are a supported lodging scheme.

Shared Lives placement agreement is a written agreement made in relation to each individual Shared Lives placement. It is an agreement between the person who will be making use of or living in a Shared Lives placement, the Shared Lives carer, the scheme and family member/persons representative as appropriate. The agreement incorporates the responsibilities and expectations of all those involved in the placement and includes details of the plan of care for the person using the service. It must be signed by all relevant parties before the commencement of the Shared Lives placement.
Dear CARERS’ NAMES,

Approved Shared Lives Carer Agreement

We are writing to confirm the terms of our agreement concerning your appointment as an Approved Shared Lives Carer, and what rights will be granted to you by, and what your responsibilities are to THE COUNCIL OF THE BOROUGH OF KIRKLEES (the “Council”) under the Kirklees Shared Lives Scheme (CQC REGISTRATION NO: 0000063196).

1. Term

Your agreement with the Council subject to the terms and conditions set out below shall commence on (enter date), and shall continue unless and until:

This agreement is terminated by the Council giving you not less than one (1) month’s prior written notice; or
This agreement is terminated by you giving the Council not less than one (1) month’s prior written notice (except in situations where safeguarding issues override other considerations); or

As otherwise provided in this letter.

2. Status

2.1 As an Approved Shared Lives Carer, you will be an independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of the Council and you shall not hold yourself out as such.

2.2 You shall be fully responsible for and indemnify the Council against any liability, assessment or claim for:

- Taxation whatsoever arising from or made in connection with the performance of the services, where such recovery is not prohibited by law; and
- Any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against the Council arising out of or in connection with the provision of the services, except where such claim is as a result of any act or omission of the Council.
- The Council may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

3. Rights Granted

a. In consideration for the service you provide as an independent Approved Shared Lives Carer, the Council hereby grants you the following rights:

b. To receive accurate and up to date information about the scheme.

c. To share responsibly, relevant and important information about the service user you are caring for.

d. To receive on-going support and advice from the Council, including its employees, officers, members, agents, sub-contractors and third party business partners, to enable you to work with the person placed with you in a positive way.

e. To know who to approach at the Council in order to ask for support when it is needed.
f. To have your work valued and taken seriously by the Council, including its employees, officers, members, agents, sub-contractors and third party business partners.

g. To receive training from the Council or their approved provider(s), relevant to the needs of your respective service user(s).

h. To receive regular and constructive feedback from the Council on the service you provide.

i. To be consulted by the Council on matters which directly affect your placement(s).

j. To be supported by the Council, including its employees, officers, members, agents, sub-contractors and third party business partners, to assist you in meeting the Care Quality Commission’s (“CQC”) 


k. To make a complaint to the relevant officer at the Council about the Shared Lives scheme using Kirklees Council’s complaints procedure, which is summarised on the Council’s website at: 
http://www.kirklees.gov.uk/beta/contact-the-council/complaints-procedure.aspx

(This paragraph applies to long term carers only) To receive up to twenty-eight (28) nights paid respite (pro rata in part financial years), dependant on the needs of the service user(s) placed with you. This will be determined by the Council’s Social Services team that makes the placement(s). If the needs of the service user(s) are such that more than twenty-eight (28) nights respite is required, you will receive the standard twenty-eight (28) nights paid respite AND the remaining additional nights which will NOT be paid for, HOWEVER you will continue to receive the board payment as a retainer on the placement.

4. Fees and expenses

4.1 Notwithstanding the rights granted to you under clause 3 above, in additional consideration for the service you provide as an independent Approved Shared Lives Carer, the Council has agreed to be pay you an allowance, the rate of which will be determined and confirmed to you in writing by the Council, by no later than the anniversary of the commencement of this agreement each year.

4.2 We are entitled to deduct from any sums payable to you any sums that you may owe the Council at any time.
5. Carer’s Duties & Responsibilities

General Duties & Responsibilities

5.1 You shall use your best endeavours to promote the interests of the Council and, unless prevented by ill health or accident, to carry out the work and/or services in your capacity as an independent Approved Shared Lives Carer on behalf of the Council.

5.2 You shall carry out the services with all due care, skill and ability and use his best endeavours to promote the interests of the Council.

5.3 If you are unable to provide the services due to illness or injury you shall notify the Council as soon as reasonably practicable.

5.4 You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Council may require.

5.5 You shall ensure that you are available at all times on reasonable notice to provide such assistance or information as the Council may require.

5.6 You have no authority (and shall not hold yourself out as having authority) to bind the Council, unless we have specifically permitted this in writing in advance.

5.7 You must comply with the Bribery Act 2010. Failure to do so may result in the immediate termination of this agreement.

Health and Safety Responsibilities

5.8 As an Approved Shared Lives Carer, you have the responsibility:

a. To at all times comply with any and all legislation relating to health and safety ay work, together with all relevant codes of practice or other authoritative guidance, and observe and apply the provisions of the health and safety documents, systems and controls relating to the services, and shall ensure that any sub-contractor you appoint does the same.

b. To follow any advice provided by either the Council or the West Yorkshire Fire and Rescue Service regarding Health and Safety.

c. To contact the Kirklees Emergency Duty Service in case of an emergency out of office hours:

Tel: 01484 414933;

Opening Hours:
Health and Welfare of the Service User

5.9 As an Approved Shared Lives Carer, you have the responsibility:

a. To comply with the CQC’s Essential Standards for Quality and Safety and regulations for Health and Social Care Act 2008 (Regulated Activities) Regulations 2010.

b. To provide care and support in line with assessed needs identified in the relevant Service User Support Plan, Risk Assessment, Annual Review and any other information as provided by the council and associated professionals.

c. To notify the Council of any allegation of abuse, neglect or harm brought to your attention by the service user(s). Following an allegation of abuse, neglect or other harm, a full investigation / enquiry may be required, through which full co-operation is expected.

d. Not to chastise physically, verbally abuse, or restrain the service user(s) in any way.

e. To ensure that you are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service before carrying out any services under this agreement. You will then continue to monitor the level and validity of such checks, and if you are found to have any conviction or concerns following the checks referred to above, before or at any time after the commencement of this agreement, you or that person will not carry out the services without the Council’s prior written consent. You shall also ensure that you immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause have been met.


g. To inform the Council of any significant health matters.

h. To treat all service user(s) with dignity and respect and to respect the rights of the service user(s).

i. To comply with the Council’s Shared Lives scheme’s policies and procedures visit www.kirklees.gov.uk/sharedlives.
Being Part of the Shared Lives Scheme (CQC Requirements)

5.10 As an Approved Shared Lives Carer, you have the responsibility:

a. To understand the aims, objectives and requirements of the Shared Lives Scheme, as set out in the Scheme’s Statement of Purpose (see Appendix 1 attached to this letter), and agree to comply with them.

b. In particular:-

   i. To understand that you will be part of the Shared Lives Scheme which is registered with the CQC and that you may be inspected by them.

   ii. To notify the Council immediately or as soon as it is practicable and at least within twenty-four (24) hours of the following incidents:-

       a. Death of a service user.

       b. Outbreak of infectious disease, which in the opinion of a registered medical practitioner attending the service user is sufficiently serious to be so notified.

       c. Any serious injury to a service user.

       d. Any serious illness of a service user.

       e. Any event within the placement which adversely affects the well-being or safety of any service user.

       f. Any theft or burglary within the placement

       g. Any incident which occurs in connection within the placement and is reported to, or investigated by, the police.

       h. Any allegation of misconduct by a service user or their representative in relation to the Shared Lives carer or a member of their family.

       i. Any unexplained absence of more than twelve (12) hours of a service user from their home.

       j. To work positively with the Shared Lives Scheme.

       k. To attend appointments, reviews and home visits.

       l. To be accountable and to accept evaluation through the Carer’s Review process.

       m. To acknowledge decisions made by others.
n. To ask for support from the Council when it is needed.

o. To permit any person authorised by the Council and CQC to visit the service user.

p. To have unannounced visits from any person authorised by the Council and CQC.

q. To accept that from time to time the Council’s authorised officer(s) will want to see the person placed with you alone.

5.11 You have the overall responsibility for the service user(s) during the long term placement or during the short break.

6. Other activities

6.1 You may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place you in a conflict of interest with the Council. However, you may not be involved in any capacity with a business which does or could conflict with your duties and responsibilities under the Shared Lives Scheme, without the prior written consent of the Council.

7. Confidential information and Council property

7.1 You shall not use or disclose to any person (other than the Council or the CQC) either during or at any time after this agreement any confidential information about the business or affairs of the Council or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the services.

7.2 For the purposes of this clause 7, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Council or any of its business contacts, or any confidential information or Personal or Sensitive Personal Data (as defined in the Data Protection Act 1998) relating to the service user(s) or his / her family, or any other person in connection with the placement.

7.3 The restriction in clause 0 does not apply to:

a. Any use or disclosure authorised by the Council or the CQC or as required by law; or

b. Any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

7.4 All documents and/or materials provided for your use by the Council, including any data or documents (including copies) produced, maintained or stored on your personal computer...
7.5 Notwithstanding the aforementioned obligations in this clause 7 above, or your status as a self-employed independent Approved Shared Lives Carer, you will also comply with the Council’s Information Security Policy.

8. Data protection

8.1 You consent to the Council holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to you including, as appropriate:

- a. Information about your physical or mental health or condition in order to monitor sick leave and take decisions as to your fitness for work.
- b. Your racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation.
- c. Information relating to any criminal proceedings in which you have been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

8.2 You consent to the Council making such information available to those who provide products or services to the Council (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the Council or any part of its business.

8.3 You consent to the transfer of such information to the Council's business contacts outside the European Economic Area in order to further its business interests.

8.4 Notwithstanding your status as a self-employed independent Approved Shared Lives Carer, you will comply with the following when processing personal data relating to any service user:

- c. The relevant obligations under the Data Protection Act 1998 and associated codes of practice.
9. Freedom of Information

9.1 You shall comply with the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any codes of practice in so far as these place obligations upon you in the performance of the services under this agreement.

9.2 You accept that the Council may be required to disclose information relating to the this agreement, your placement or yourself to a person in order to comply with its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and/or other legislation. Such information may include but shall not be limited to your name, the amount of your allowance and details of your placement and the provisions of this agreement.

9.3 You shall not do anything to cause any infringement by the Council of its obligations under the Freedom of Information Act 2000, Environmental Information Regulations 2004 and any codes of practice and shall facilitate the Council’s compliance and comply with any reasonable request from the Council for that purpose.

10. Insurance and liability

You shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of the terms of this agreement, including any negligent or reckless act, omission or default in the provision of the services and shall maintain in force during the period of this agreement adequate buildings and motor insurance cover with reputable insurers acceptable to the Council, and you shall ensure that you insurers are aware of your status as an Approved Shared Lives Carer.

11. Monitoring & review

11.1 The Council may monitor your performance of the services in whatever manner it sees fit.

11.2 You agree that you shall co-operate with the Council in carrying out the monitoring referred to in clause 11.1, at no additional charge to the Council.

12. Termination

12.1 Notwithstanding, the Council may at any time terminate this agreement with immediate effect with no liability to make any further payment to you if:

a. you are in material breach of any of your duties or responsibilities under this agreement; or
b. other than as a result of illness or accident, after notice in writing, you wilfully neglect to provide or fail to remedy any default in providing the services.

Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of those rights.

13. Obligations on termination

Any property belonging to the Council in your possession and any original or copy documents obtained by you in the course of providing the services shall be returned to the Council at any time on request and in any event on or before the termination of this agreement. You also undertake to irretrievably delete any information relating to the business of the Council or the service user(s) stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in your possession or under your control outside the premises of the Council.

14. Notices

14.1 All notices required by or relating to this agreement shall be in writing and shall be sent to the parties at their address specified at the beginning of this document, or to such other address as may be notified in writing.

14.2 All notices shall be deemed duly given on the day following the date of posting or if sent by fax or email, immediately when the notice is transmitted.

15. Entire Agreement

This letter, and any schedules, appendices and/or documents annexed to it or otherwise referred to in it, constitutes the entire agreement between you and the Council in relation to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, and shall be varied only by notice issued under clause 19 below.

16. Variation

This agreement may only be varied by a document signed by both you and the Council.
17. Assignment
This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

18. Severability
If any provision of this agreement shall be declared by any court of competent jurisdiction to be invalid, ineffective or unenforceable in any way under any applicable law, the remainder of the provisions of this agreement shall stand in full force and effect.

19. Waiver
Failure by the Council at any time to require your performance of any provision of this agreement, or failure by the Council at any time to exercise any right or remedy under this agreement shall not constitute a waiver of performance of that right or remedy, nor shall in any way affect the validity of this agreement or any part thereof, or the right of the Council to subsequently enforce each and every provision.

20. Third party rights
The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than you and the Council shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

21. Governing law and jurisdiction
21.1 This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales.

21.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this agreement.

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy.
Yours sincerely,

Team Manager - Shared Lives

For and on behalf of the Council of the Borough of Kirklees

I hereby acknowledge receipt and accept the contents of this letter.

Signed

Print Name

Date

Signed

Print Name

Date
Appendix
The Kirklees Shared Lives Scheme

The Shared Lives scheme helps many people, including people with learning disabilities, mental health needs, physical disabilities and older people. It is a flexible and unique arrangement offering support from a few hours a week - a session, a short break or providing a long-term home for someone.

Shared Lives is a flexible and unique arrangement offering support from a short break or providing a long-term home for someone.

- **Short break** - This can be for an overnight stay, a weekend or a holiday. It allows family carers to get the break they need. A short break also gives the person using the service new experiences and opportunities while they stay with a Shared Lives carer.

- **Long-term** - some Shared Lives Carers also offer longer-term support where someone chooses to live with them. Longer-term placements are an option that allows people to live in ordinary households in the community.

- **Emergency placement** – sometimes we need an emergency placement for a vulnerable adult in a time of crisis

For some disabled people and people with mental health needs, the Shared Lives option is a vital step on the path to independence. For older people, it allows them to remain where they know and love.

For further guidance:

- Please refer to the [Kirklees Shared Lives Scheme](#) web pages at:

- Please also note that a copy of the Council’s [Carers Vision and Strategy](#) (2010 – 2015 Ed.) can be downloaded from our website.