



## SHARED LIVES ARRANGEMENT AGREEMENT

THIS AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

### BETWEEN:

- (1) [PERSON NAME] of [address] (the "Individual");
- (1) [RELEVANT PERSON NAME] of [address] acting on behalf of [INDIVIDUAL NAME] of [address] (the "Individual") (the "Individual's Representative");
- (2) [CARER NAME] of [address] (the "Shared Lives Carer");
- (3) [SHARED LIVES WORKER NAME] of [address] (the "Shared Lives Worker"); and
- (4) [INSERT NAME OF LOCAL AUTHORITY / OTHER EMPLOYER OF CARE MANAGER / SOCIAL WORKER] of [address] (the "Authority").

### BACKGROUND

- (A) The Shared Lives Carer wishes to provide Care and/or Support to the Individual, and the Individual wishes to accept such Care and/or Support, on the terms set out in this Agreement.
- (B) In order for the Shared Lives Carer to provide Care and/or Support to the Individual under the Shared Lives Arrangement that is set up, supported and monitored by the Shared Lives Scheme, the assistance and cooperation of the Shared Lives Worker and the Authority will be necessary.
- (C) Accordingly, each party agrees to comply with the obligations placed on them under this Agreement.

### IT IS AGREED

#### 1. Definitions and Interpretation

- 1.1 In this Agreement unless the context otherwise requires the following terms and phrases have the following meanings:

**Accommodation Payment** the fees payable to the Shared Lives Carer for room rent as set out in Schedule 1;

**Additional Payment** any sums in addition to the Care and Support Payment, Food and Utilities Payment and the Accommodation Payment which are due to be paid to the Shared Lives Carer under this Agreement as set out in Schedule 1 or which are payable in accordance with the Authority and/or the Shared Lives Scheme's criteria and payment banding levels including but not limited to contributions toward petrol costs, training costs and day time activities;

**Approval** the Shared Lives Carer being and continuing to be approved by the named Shared Lives Scheme to be able to support individuals using Shared Lives ,



receive referrals and be matched with and introduced to Individuals using Shared Lives ;

<b>Care and Support Payment</b>	the fees payable to the Shared Lives Carer for the Care and/or Support as set out in Schedule 1;
<b>Care and/or Support</b>	the provision of support and assistance with 'personal care' (as defined in the relevant Regulations) and/or day to day activities (as applicable) to an Individual in accordance with the Individual's Service User Plan;
<b>Care Manager</b>	a social worker, assessing manager or other representative of a local authority or similar organisation who assesses and identifies the needs of an Individual and commissions and reviews the provision of Care and/or Support to that Individual with the help of the Shared Lives Carer, the Individual and the Individual's Representative (if applicable);
<b>Day Support</b>	the provision of day time support from a Shared Lives Carer's Home;
<b>Food and Utilities Payment</b>	the fees payable to the Shared Lives Carer for food and utilities;
<b>Home</b>	the Shared Lives Carer's home in which the Individual will be living and/or visiting as part of the Shared Lives Arrangement;
<b>House Rules</b>	the house rules of the Home as set out in Schedule 2;
<b>Individual's Representative</b>	a person who is formally appointed to lawfully act on an Individual's behalf;
<b>Live-In Support</b>	a Shared Lives Arrangement in which the Individual lives with the Shared Lives Carer;
<b>Regulated Activity</b>	the activities specified in Schedule 1 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014;
<b>Regulations</b>	in respect of Shared Lives Schemes located in England, The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014; in respect of Shared Lives Schemes located in Wales, The Adult Placement Schemes (Wales) Regulations 2004; in respect of Shared Lives Schemes located in Northern Ireland, The Adult Placement Agencies Regulations (Northern Ireland) 2007; in respect of Shared Lives Schemes located in Scotland, The Social Care and Social Work Improvement Scotland (Requirements for Care Services) Regulations 2011; and all other relevant legislation and statutory provisions together with all applicable standards and codes of practice



supporting any of those statutory provisions or regulations;

**Relevant Care Regulator** the Care Quality Commission, the Regulation and Quality Improvement Authority, the Care and Social Services Inspectorate or the Care Inspectorate, as applicable to England, Northern Ireland, Wales or Scotland;

**Service User Plan** the service user plan, support plan or equivalent which describes how an Individual’s care and support needs will be met;

**Shared Lives Arrangement** the Care and/or Support arrangement in place between the Shared Lives Carer and the Individual on the terms of this Agreement as determined in accordance with clause 2.4;

**Shared Lives Carer’s Agreement** the agreement entered into between the Shared Lives Scheme and the Shared Lives Carer;

**Shared Lives Plus** Shared Lives Plus Limited, a company registered in England and Wales with company number 04511426 and having its registered address at G04 Cotton Exchange, Old Hall Street, Liverpool, Merseyside L3 9JR;

**Shared Lives Scheme** the body which is responsible for arrangement and operation of the Shared Lives Arrangement;

**Short Break** a period of time that the parties agree the Individual will spend away from the Home during the Shared Lives Arrangement; and

**Short Breaks Support** support provided by a Shared Lives Carer to an Individual during the Individual’s Short Break.

**2. Type of Arrangement**

2.1 This Agreement will commence on [*insert date*] and will continue until it is ended by a party.

2.2 If an Individual’s Representative has been appointed to act on behalf of the Individual and signs this Agreement on behalf of the Individual, the authority upon which the Individual’s Representative is entitled to do so is set out below:

2.2.1 the Individual’s Representative has the following authority to enter this Agreement on behalf of the Individual:

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



2.3 If the Individual’s Representative has signed this Agreement on behalf of the Individual, the Individual’s Representative will ensure that the Individual accepts, understands and complies with the terms of this Agreement or, if necessary, the Individual’s Representative will meet the Individual’s obligations in this Agreement on behalf of the Individual.

2.4 The parties will agree which of the following types of arrangement will be put in place:

- 2.4.1 Live-In Support;
- 2.4.2 Short Breaks Support; or
- 2.4.3 Day Support,

each a “Shared Lives Arrangement”.

**LIVE-IN SUPPORT**

1. *The aims of this Shared Lives Arrangement Agreement for Live-In Support are:*

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

2. ....

*(name of Individual)*

*will live with* .....

*(name of Shared Lives Carer)*

*from* .....

*(the date from which long-term accommodation and support will commence)*

*for a trial period of* .....  
*after which the Shared Lives Arrangement will continue indefinitely until ended by any of the parties in accordance with this Agreement unless any of the parties does not wish the Shared Lives Arrangement to continue beyond the end of the trial period, in which case it will end and the Authority will wherever possible find emergency alternative accommodation for the Individual.*

3. *The room to be occupied by the Individual is* .....  
*and such room will only be changed if agreed in writing between the Shared Lives Scheme and the Shared Lives Carer.*

*(description of room)*

4. *The first review of the Shared Lives Arrangement will be held on* ..... *and subsequent reviews will be held every* ..... **[weeks]** **[months]**

*(date and frequency)*



5. **[Northern Ireland and Wales only]**: the following person will support the Individual in expressing his views and wishes in relation to the Shared Lives Arrangement.....

*(insert name of person who is not a member of the Shared Lives Scheme or a member of Shared Lives Carer's, Shared Lives Worker's or Authority's staff)*

6. **[Northern Ireland and Wales only]**: the Shared Lives Carer has the following qualifications (if any) and experience:.....

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

7. **[Northern Ireland only]**: if the Shared Lives Carer is to act as agent for, or receives money from, the Individual, the following procedure will be followed:

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

8. **Wales only**: the Shared Lives Carer may administer or assist in the administration of the Individual's medication in the following circumstances:

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

*In doing so, the Shared Lives Carer shall follow the procedures listed below:*

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

9. **[Northern Ireland only]**: the following arrangement are in place to assist the Individual with mobility around the Home: .....

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

**SHORT BREAKS SUPPORT**

1. *The aims and proposed outcomes of this Shared Lives Arrangement Agreement for Short Breaks Support are:*

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



.....  
2. ....

*(name of Individual)*

*will receive Short Breaks Support from*.....

*(name of Shared Lives Carer)*

3. *The planned dates and/or frequency of the Short Breaks Support (if known) are*

.....

4. *There will be a trial period of*.....

*after which the Shared Lives Arrangement will continue indefinitely until ended by any of the parties in accordance with this Agreement unless any of the parties does not wish the Shared Lives Arrangement to continue beyond the end of the trial period, in which case it will end and the Authority will wherever possible find emergency alternative accommodation for the Individual.*

5. *The first review of the Shared Lives Arrangement will be held on*.....*and subsequent reviews will be held every*.....**[weeks]** **[months]**.

*(date and frequency)*

6. **[Northern Ireland and Wales only]**: *the following person will support the Individual in expressing his views and wishes in relation to the Shared Lives Arrangement*.....

*(insert name of person which is not a member of the Shared Lives Scheme or a member of Shared Lives Carer's, Shared Lives Worker's or Authority's staff)]*

7. **[Northern Ireland and Wales only]**: *the Shared Lives Carer has the following qualifications (if any) and experience:*.....

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

8. **[Wales only]**: *the Shared Lives Carer may administer or assist in the administration of the Individual's medication in the following circumstances:*

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

*In doing so, the Shared Lives Carer will follow the procedure listed below:*

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



9. **[Northern Ireland only]**: if the Shared Lives Carer is to act as agent for, or receives money from, the Individual, the following procedure will be followed:

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

**DAY SUPPORT**

1. The aims and proposed outcomes of this Shared Lives Arrangement Agreement for Day Support are:

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

2. ....

*(name of Individual)*

will receive Day Support from .....

*(name of Shared Lives Carer)*

3. The planned dates and/or frequency of the Day Support (if known) are

.....

4. There will be a trial period of .....

*after which the Shared Lives Arrangement will continue indefinitely until ended by any of the parties in accordance with this Agreement unless any of the parties does not wish the Shared Lives Arrangement to continue beyond the end of the trial period, in which case it will end and the Authority will wherever possible find emergency alternative accommodation for the Individual.*

5. The first review of the Shared Lives Arrangement will be held on.....and subsequent reviews will be held every.....[weeks] [months]

*(date and frequency)*

6. **[Northern Ireland and Wales only]**: the following person will support the Individual in expressing his views and wishes in relation to the Shared Lives Arrangement.....

*(insert name of person which is not a member of the Shared Lives Scheme or a member of Shared Lives Carer's, Shared Lives Worker's or Authority's staff)]*

7. **[Northern Ireland and Wales only]**: the Shared Lives Carer has the following qualifications (if any) and experience:.....

.....

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

8. **[Wales only:** the Shared Lives Carer may administer or assist in the administration of the Individual's medication in the following circumstances:

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

*In doing so, the Shared Lives Carer shall follow the procedures listed below:*

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

9. **[Northern Ireland only:** if the Shared Lives Carer is to act as agent for, or receives money from, the Individual, the following procedure will be followed:

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

**3. Short Breaks**

3.1 If the parties agree in writing that the Individual should have a Short Break, the Individual's main Shared Lives Carer (whose Home the Individual usually lives in), will continue to receive the Care and Support Payment for a period of 4 to 6 weeks (as determined in accordance with the Shared Lives Scheme's policies and guidance). If the Short Break is to last longer than 4 to 6 weeks, the Shared Lives Scheme, the Authority, the Shared Lives Carer and the Individual shall agree the payments that the Shared Lives Carer will receive beyond the end of the initial 4 to 6 week period.

**4. The Individual's Obligations**

4.1 The Individual will:

- 4.1.1 respect the wishes of all other people living in or visiting the Home;
- 4.1.2 follow the House Rules;
- 4.1.3 treat the Home with respect and not cause any deliberate damage to the Home or its contents;
- 4.1.4 pay all payments that they owe to the Shared Lives Carer; and
- 4.1.5 talk to the Shared Lives Carer, the Shared Lives Worker and/or the Care Manager if the Individual is unhappy or worried about anything to do with the Shared Lives Arrangement.



## 5. Care and/or Support Services

- 5.1 The Shared Lives Carer agrees to provide the Care and/or Support to the Individual during the Shared Lives Arrangement in accordance with this Agreement and the Shared Lives Carer's Agreement including the obligations set out in Schedule 1 of the Shared Lives Carer's Agreement. *[The remainder of this clause applies to Northern Ireland and Wales only]* The aspects of the Service User Plan that are to be met by the Shared Lives Carer as set out in Schedule 3 of this Agreement.
- 5.2 The Shared Lives Carer shall notify the Shared Lives Worker of any equipment or adaptations required in respect of an Individual and shall promptly inform the Shared Lives Worker of any issues with, damage to or loss of any equipment used by the Shared Lives Carer for the provision of the Care and/or Support to any Individual and co-operate with the Shared Lives Worker if any repair or replacement of any such equipment becomes necessary.
- 5.3 The Shared Lives Carer shall act reasonably when determining the level of access that the Individual will have to each of the rooms in the Home and when deciding the level of access that the Shared Lives Carer will have to the room allocated to the Individual. The Shared Lives Carer shall provide the Individual with a key to the Home if this has been deemed to be appropriate during the initial assessments carried out in respect of the Individual and the Shared Lives Arrangement.
- 5.4 The domestic services to be provided by the Shared Lives Carer in respect of the room in which the Individual will live (including but not limited to changing of bedding, providing clean towels and vacuuming the room) will be agreed between the parties in accordance with the Shared Lives Scheme's policies and guidance. The Shared Lives Carer shall carry out such services as and when they are needed.

## 6. The Shared Lives Worker's Obligations

- 6.1 The Shared Lives Worker will comply with specific statutory standards set out in the relevant Regulations (the "Standards") and reflected in Schedule 1 of the Shared Lives Carer's Agreement. Obligations placed on the Shared Lives Scheme in the Shared Lives Carer's Agreement shall be met by the Shared Lives Worker under this Agreement.
- 6.2 The Shared Lives Worker will match each Individual who would like to live in a Shared Lives Arrangement with an appropriate Shared Lives Carer and facilitate their introduction to the Shared Lives Carer and their household/family in line with the Shared Lives Scheme's policies and procedures for matching and introductions. *[Northern Ireland and Wales only<sup>1</sup>]* The Shared Lives Worker shall, before entering into an adult placement agreement, ensure that the Shared Lives Carer is a fit person to be an adult placement carer for the purposes of the placement: that is, that the Shared Lives Carer
- is of integrity and good character;
  - is physically and mentally fit to meet his/her obligations under the adult placement agreement;
  - has the qualifications, skills, competence and experience necessary to meet his/her obligations under the adult placement agreement; and that

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<sup>1</sup> Reg 15 of the 2011 NI Regs, reg 16 of the Welsh Regs.

- full and satisfactory information is available in relation to him/her in respect of the matters specified in Schedule 3 of the relevant Regulations.<sup>2</sup>
- 6.3 During the matching and introductions processes, the Shared Lives Worker agrees to:
- 6.3.1 provide each Individual with essential information about the Shared Lives Scheme in a language or format which they can easily understand;
  - 6.3.2 provide the Shared Lives Carer with comprehensive information about each Individual, including (but not limited to) an up-to date assessment of their needs and wishes, risk assessments and relevant risk strategies;
  - 6.3.3 provide each Individual and each Individual's Representative (if applicable) with comprehensive information about the Shared Lives Carer and his household/family; and
  - 6.3.4 oversee the matching and introduction processes between the Shared Lives Carer and the individual who is considering entering into a Shared Lives Arrangement to ensure that all those involved would like the match and the Shared Lives Arrangement to proceed.
- 6.4 Before the start of a Shared Lives Arrangement, the Shared Lives Worker agrees to:
- 6.4.1 ensure that a Service User Plan has been agreed with the Individual, the Individual's Representative (if applicable), the Individual's family (if the Individual does not have capacity), any relevant Care Manager, the Shared Lives Carer and the Shared Lives Scheme; and
  - 6.4.2 ensure that appropriate risk assessments are undertaken by the Shared Lives Scheme and Care Manager, as applicable, and risk management plans are in place in respect of each Shared Lives Arrangement.
- 6.5 The Shared Lives Worker shall ensure that the Service User Plan is kept under review and amend it as appropriate and shall liaise with the Shared Lives Scheme, the Authority and the Individual (or the Individual's Representative, if applicable), when carrying out such review.
- 6.6 **[Northern Ireland and Wales only]** In addition to the reviews of the Shared Lives Arrangement required in this Agreement, the Shared Lives Worker shall make sure the Shared Lives Arrangement and the terms of this Agreement are reviewed at least once within the first year of the Shared Lives Arrangement or if a significant change is made to the Individual's Service User Plan and that further reviews are carried out within one year of the previous review. **[Wales only]** The Shared Lives Worker shall also review this Agreement if the Individual asks them to do so and such a request is not unreasonable.
- 6.7 This Agreement may be changed as a result of the review carried out by the Shared Lives Worker of the Shared Lives Arrangement or of the Service User Plan.
- 6.8 When carrying out any reviews of the Shared Lives Arrangement or the Agreement, the Shared Lives Worker shall take into account the views of the Individual.
- 6.9 The Shared Lives Worker will provide:

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<sup>2</sup> That is, the Adult Placement Agencies Regulations (Northern Ireland) 2007 and the Adult Placement Schemes (Wales) Regulations 2004 respectively.

- 6.9.1 the Shared Lives Carer's Handbook to the Shared Lives Carer; and
- 6.9.2 the Service User Guide to the Individual.
- 6.10 The Shared Lives Worker shall liaise with the Individual's Representative, the Relevant Regulatory and Care Manager (if applicable), regarding any accidents or incidents involving an Individual, reported by the Shared Lives Carer.
- 6.11 The Shared Lives Worker will provide the Shared Lives Carer with clear information about the emergency and out-of-hours support that is available to him/her.
- 6.12 If a new Shared Lives Arrangement is made in an emergency, the Shared Lives Worker will:
  - 6.12.1 provide the Shared Lives Carer with:
    - 6.12.1.1 enough information about the Individual to enable the Shared Lives Carer to start providing Care and/or Support to the Individual safely and to keep the Individual, the Shared Lives Carer and the household safe; and
    - 6.12.1.2 comprehensive information in respect of the Individual within 1 working day;
  - 6.12.2 work with the Shared Lives Carer, the Individual, the Individuals' Representative (if applicable) and the Care Manager (if applicable) to agree the Individual's Service User Plan and other relevant documents as soon as reasonably practicable and in any event in accordance with the relevant Shared Lives Scheme's policies; and
  - 6.12.3 review the Shared Lives Arrangement within [**insert number**] weeks of it being established to agree longer term arrangements with the Shared Lives Carer, the Individual, the Individuals' Representative (if applicable) and the Care Manager (if applicable).
- 6.13 [**Wales only**] The Shared Lives Worker will ensure that Shared Lives Scheme is conducted and Care and/or Support provided in a way that:
  - 6.13.1 ensures the safety of the Individual;
  - 6.13.2 ensures the Shared Lives Arrangement is not made in an emergency unless it would be in the interest of the Individual to do so;
  - 6.13.3 protects the Individual against abuse or neglect;
  - 6.13.4 promotes the independence of the Individual;
  - 6.13.5 ensures the safety and security of the Individual's property;
  - 6.13.6 ensures the privacy, dignity and wishes of the Individual and the confidential information that relates to them;
  - 6.13.7 takes into account the sex, sexual orientation, religious persuasion, racial origin, cultural and linguistic background and any disability of the Individual.
- 6.14 [**Wales only**] The Shared Lives Worker will:

- 6.14.1 maintain good personal and professional relationships with the Shared Lives Scheme, the Shared Lives Carer and the Individual;
- 6.14.2 encourage and assist Shared Lives Scheme staff to maintain good personal and professional relationships with the Shared Lives Carer and the Individual; and
- 6.14.3 encourage and assist the Shared Lives Carer to maintain good personal and professional relationships with the Individual.

## **7. The Authority's Obligations**

### **7.1 The Authority will:**

- 7.1.1 before the start of the Shared Lives Arrangement:
  - 7.1.1.1 assess the needs and requirements of the Individual and will help the Shared Lives Worker and the Shared Lives Carer to produce a Service User Plan;
  - 7.1.1.2 produce an initial risk assessment of any known or potential risks that the Individual may present to the Shared Lives Carer, their family and/or any other people living in or who may visit the Home;
  - 7.1.1.3 provide the risk assessment to the Shared Lives Worker for the Shared Lives Worker to consider before the Shared Lives Arrangement starts and determine whether it is appropriate for the Shared Lives Arrangement to take place;
  - 7.1.1.4 complete all necessary procedures to ensure the Individual obtains the funding to which he/she is entitled for the Shared Lives Arrangement; and
  - 7.1.1.5 ensure there is an appropriate Individual's Representative available if necessary;
- 7.1.2 ensure the Individual receives all the welfare benefits to which the Individual is entitled;
- 7.1.3 support and help the Individual to receive any other services the Individual requires, as indicated in the Authority's initial assessment of the Individual and/or in any future reviews;
- 7.1.4 follow the Authority's and the Shared Lives Scheme's local policies and guidance on safeguarding against abuse and neglect;
- 7.1.5 work with the Individual, the Shared Lives Carer and the Shared Lives Worker if the safety or wellbeing of the Individual or the Shared Lives Carer or any other person living in or visiting the Home may be at risk if the Shared Lives Arrangement continues and, if necessary, cooperate with the other to end the Shared Lives Arrangement (at all times in accordance with the Shared Lives Scheme's policies and guidance);
- 7.1.6 promptly investigate or facilitate the investigation of all concerns or complaints about the Shared Lives Carer by following the relevant Shared Lives Scheme's policies and procedures, including any alleged breaches of standards of conduct or practice and breaches of this Agreement

- 7.1.7 promptly investigate or facilitate the investigation of any concerns, allegations or suspicions of abuse or neglect raised relating to any Individual in a Shared Lives Arrangement, by following the Authority's and the Shared Lives Scheme's policies and procedures that relate to safeguarding adults; and
- 7.1.8 carry out unannounced visits to the Shared Lives Carer's home if any serious concerns or complaints about a Shared Lives Arrangement, or the Care and/or Support provided by the Shared Lives Carer are raised.
- 7.2 The Local Authority shall reassess the Individual and the Shared Lives Arrangement once a year. If the Local Authority fails to carry out a reassessment, the Shared Lives Worker shall contact the Local Authority to arrange one. If the Local Authority still fails to carry out a reassessment, the Shared Lives Worker shall notify the Shared Lives Scheme so that, if possible, the Shared Lives Scheme will carry out the reassessment.
- 8. Payment Arrangements**
  - 8.1 The Shared Lives Worker will provide written confirmation to the Shared Lives Carer of the payment arrangements in respect of the Individual. The Shared Lives Worker will provide this information during or before the matching process where reasonably possible.
  - 8.2 Live-In Support
    - 8.2.1 If the Shared Lives Carer is providing Live-In Support, the fees payable to the Shared Lives Carer will be the Care and Support Payment, the Food and Utilities Payment, the Accommodation Payment and any Additional Payment.
  - 8.3 Short Breaks Support
    - 8.3.1 If the Shared Lives Carer is providing Short Breaks Support to the Individual, the fees payable to the Shared Lives Carer will be the Care and Support Payment. The Shared Lives Carer will provide the Shared Lives Worker with the details and duration of the Short Breaks Support they have provided to the Individual and shall invoice either the Shared Lives Scheme or the Authority for the Care and Support Payment that is due in accordance with the Shared Lives Scheme's policies and guidance.
  - 8.4 Day Support
    - 8.4.1 If the Shared Lives Carer is providing Day Support to the Individual, the fees payable to the Shared Lives Carer for the provision of Day Support will be the Care and Support Payment and any Additional Payment. The amount of Care and Support Payment and Additional Payments to be paid to the Shared Lives Carer for providing the Day Support shall be determined by the Shared Lives Scheme and the Authority, taking into account the Shared Lives Scheme's payment banding levels.
    - 8.4.2 The Shared Lives Carer will provide the Shared Lives Worker with the details and duration of the Day Support they have provided to the Individual and shall invoice either the Shared Lives Scheme or the Authority for the Care and Support Payment and Additional Payments that are due in accordance with the Shared Lives Scheme's policies and guidance.

- 8.5 The Shared Lives Carer may be paid for introductory visits made to or by the Shared Lives Carer to the Individual as part of the introduction and matching process. Any such payments will be determined in accordance with the Shared Lives Scheme's policies and guidance and will be paid to the Shared Lives Carer by the Authority, the Shared Lives Scheme or, if the Individual is self-funding, by the Individual directly.
- 8.6 The amount of fees payable to the Shared Lives Carer are set out in Schedule 1 and will be paid to the Shared Lives Carer by the following parties:
- 8.6.1 if the Individual is self-funding, the Individual shall pay the Care and Support Payment to the Authority or the Shared Lives Scheme and the Authority or the Shared Lives Scheme shall pass such payment to the Shared Lives Carer. If the Individual is not self-funding, the Care and Support Payment shall be paid directly from the Authority or the Shared Lives Scheme to the Shared Lives Carer;
  - 8.6.2 the Accommodation Payment shall be paid by the Individual (and may be taken from the Individual's housing benefit if the Individual is eligible for Housing Benefit) and it shall either be paid directly to the Shared Lives Carer by the Individual, or shall be paid by the Individual to the Authority or the Shared Lives Scheme, in which case the Authority or the Shared Lives Scheme (as applicable) shall pass such payment to the Shared Lives Carer;
  - 8.6.3 the Food and Utilities Payment shall be paid directly by the Individual to the Shared Lives Carer; and
  - 8.6.4 any Additional Payments shall be paid by the Shared Lives Scheme, the Local Authority or the Individual as determined in accordance with the Shared Lives Scheme's policies and guidance and the amount of such Additional Payments shall be agreed between the Shared Lives Scheme, the Local Authority, the Shared Lives Carer and the Individual, taking into account the Shared Lives Scheme's payment banding levels.
- 8.7 The Care and Support Payment, the Accommodation Payment and the Food and Utilities Payment shall be paid on a monthly basis.
- 8.8 Any expenses due to the Shared Lives Carer as part of the Additional Payments (including, for example, travel expenses) shall be paid to the Shared Lives Carer as and when such expenses are incurred by the Shared Lives Carer, provided that the Shared Lives Carer notifies the Shared Lives Worker of such expenses. The expenses that are payable to the Shared Lives Carer shall be determined in accordance with the Shared Lives Scheme's policies on payment of expenses.
- 8.9 All sums due to the Shared Lives Carer will be paid in full and cleared funds to the Shared Lives Carer's bank account unless the Shared Lives Carer has agreed to receive the money by cash or cheque instead.
- 9. Absence**
- 9.1 If the Individual is required to stay in hospital during a Shared Lives Arrangement:
- 9.1.1 the Shared Lives Carer will continue to be paid in full for the first 4 weeks of the Individual's stay in hospital; and
  - 9.1.2 from the end of the first 4 week period payments due to the Shared Lives Carer shall be reviewed in line with the Shared Lives Scheme's policies and



guidance and agreed between the Shared Lives Carer, the Shared Lives Scheme and the Individual.

- 9.2 If the Shared Lives Carer is required to stay in hospital during the Shared Lives Arrangement and the Individual is subsequently temporarily removed from the Home, the Shared Lives Carer, the Shared Lives Scheme, the Authority and the Individual shall agree the payments that should continue to be paid to the Shared Lives Carer during the Shared Lives Carer's period of hospitalisation.
- 9.3 If the Shared Lives Carer receives housing benefit in respect of the Shared Lives Arrangement, the Authority will consider whether the Shared Lives Carer should continue to receive such housing benefit while the Individual is staying in hospital.
- 9.4 Unless the Shared Lives Scheme does not receive funding from the Authority, if the Shared Lives Arrangement is suspended because an allegation has been made against the Shared Lives Carer, the Shared Lives Carer will continue to receive payment in line with the Shared Lives Scheme's policy on suspension.

## 10. Holiday Arrangements and Respite

- 10.1 If the Individual goes on holiday during the Shared Lives Arrangement, the Shared Lives Carer shall continue to receive the Care and Support Payment and the Accommodation Payment but shall not be entitled to the Food and Utilities Payment while the Individual is on holiday.
- 10.2 The Shared Lives Worker shall ensure the Shared Lives Carer is able to take regular breaks and make time for him/herself and their family during a Shared Lives Arrangement of up to a maximum of **[insert number]** weeks per year, if the Shared Lives Carer is providing Live-In Support. The Shared Lives Carer will continue to be paid in accordance with the terms of this Agreement during any such break.

## 11. Confidential Information

- 11.1 In this Agreement "Confidential Information" means all confidential, personal and sensitive information about an Individual, a Shared Lives Carer or a Shared Lives Scheme and any other information that an Individual and/or Shared Lives Carer would reasonably expect to be treated as confidential, including but not limited to: the fact that this Agreement and the Shared Lives Carer's Agreement are in place and their terms; information about the Individual circumstances and background, health and needs; and any incidents or accidents that may occur in respect of an Individual during a Shared Lives Arrangement. It also includes information relating to the Shared Lives Scheme including but not limited to: information about the business and services provided by the Shared Lives Scheme and the Shared Lives Worker; information about Shared Lives Carers or potential carers and any individuals who are considering commencing a Shared Lives Arrangement; information about the Shared Lives Scheme's employees, workers and consultants; and any other information that would reasonably be expected by the Shared Lives Scheme and the Shared Lives Worker to be kept confidential.
- 11.2 The Individual, Shared Lives Carer, the Shared Lives Worker and the Authority (as applicable to each person) agree:
- 11.2.1 to take all reasonable steps to ensure that the security of information and records relating to each Individual, each Individual's Representative, any third party associated with each Individual and any Confidential Information is kept securely, fully protected and processed in compliance with the

Scheme's Data Protection Policy and relevant obligations under the Data Protection Act 1998;

11.2.2 that they will each comply with the Shared Lives Scheme's Confidentiality Policy and that they will not at any time (without limit) disclose, allow to be disclosed, or use any Confidential Information except:

11.2.2.1 that specific information which it is reasonable and necessary to disclose to a person to enable the Shared Lives Scheme, a Shared Lives Arrangement, or a proposed Shared Lives Arrangement (which is not yet in place) to operate effectively;

11.2.2.2 where the Shared Lives Carer or Shared Lives Scheme (as applicable) raises concerns about the safety and care of any Individual with regulatory or other appropriate statutory bodies, or in the case of the Shared Lives Carer, with the Shared Lives Scheme;

11.2.2.3 where the Individual or the Individual's Representative (as appropriate) has provided the Shared Lives Carer or the Shared Lives Scheme with express consent, or in the case of the Shared Lives Carer, the Shared Lives Scheme has provided him/her with express consent;

11.2.2.4 where the Shared Lives Carer or the Shared Lives Scheme is acting in compliance with an order of a competent court;

11.2.2.5 where the Shared Lives Carer or the Shared Lives Scheme discloses Confidential Information to those persons who need to be aware of that information in order to allow medical professionals to treat the Individual effectively, or minimise any risk of the Individual harming him/herself or another person;

11.2.2.6 that the Shared Lives Carer will be permitted to disclose the terms of this Agreement to other Shared Lives carers; and

11.2.2.7 that the Shared Lives Carer will be permitted to disclose Confidential Information relating to an Individual to other Shared Lives carers to get advice and/or support from the other Shared Lives carers, provided that the other Shared Lives carers agree to keep the Confidential Information confidential and provided that the Individual or the Individual's Representative has confirmed they are happy for the Individual's Confidential Information to be shared with other Shared Lives carers.

11.3 The Shared Lives Worker will provide the Shared Lives Scheme's confidentiality guidance note to the Shared Lives Carer and, if requested, to the Individual or the Individual's Representative.

## 12. Complaints

12.1 If the Individual has any complaints about the Shared Lives Arrangement there is a complaints procedure set out in the Service User Guide which individuals can follow. The Individual is always welcome to discuss their concerns with their Care Manager, Shared Lives Carer or Shared Lives Worker.



- 12.2 If the Shared Lives Carer has any complaints about the Shared Lives Arrangement they should notify the Shared Lives Worker who in turn will notify the Authority. If the complaint has not been resolved by following the Shared Lives Scheme's complaints procedure and the Authority's complaints procedure, the Shared Lives Carer should raise their complaint with the Social Care Ombudsman.

### **13. Personal Responsibility**

- 13.1 The Shared Lives Carer may be held personally responsible for loss, cost or expense of any nature suffered by an Individual in connection with the Shared Lives Carer's provision of the Care and/or Support. The Shared Lives Carer must carry the necessary insurance throughout the Shared Lives Arrangement, including but not limited to public liability insurance, buildings and contents insurance and vehicle insurance (as applicable) and any other insurance specified by the Shared Lives Worker and must comply with the terms of the insurance policies.
- 13.2 The Shared Lives Worker will notify the Shared Lives Carer before the start of the Shared Lives Arrangement of the insurance the Shared Lives Carer is required to carry. The Shared Lives Worker will also explain membership of Shared Lives Plus to the Shared Lives Carer and the fact that the basic membership includes legal expenses cover and access to the advice line and that full membership also includes public liability insurance.

### **14. End of the Shared Lives Arrangement and/or this Agreement**

- 14.1 Subject to clause 14.9, each party will be entitled to end this Agreement and the Shared Lives Arrangement by giving to all other parties at least 28 days' prior written notice.
- 14.2 If the Shared Lives Arrangement and/or this Agreement ends for any reason, the Shared Lives Carer will continue to be paid on the terms set out in this Agreement throughout the notice period of 28 days, unless the Shared Lives Carer requests that the Shared Lives Arrangement ends before the end of the 28 day notice period, in which case the Shared Lives Carer will continue to be paid until the Shared Lives Arrangement ends.
- 14.3 This Agreement and the Shared Lives Arrangement will end automatically if the Shared Lives Carer's Agreement ends.
- 14.4 If the Individual has any concerns about the Shared Lives Arrangement, the Care and/or Support or whether the terms of this Agreement are being complied with by any of the parties, they should notify the Shared Lives Worker or the Care Manager of any such concerns, and if the Shared Lives Carer has any such concerns, they should notify the Shared Lives Worker.
- 14.5 The Authority and/or the Shared Lives Worker (as applicable) will, as soon as reasonably practicable, discuss any concerns raised by any of the parties with all parties to try to reach agreement as to whether the Shared Lives Arrangement should continue or whether, subject to clause 14.6, it should end. The Shared Lives Worker and the Authority shall follow the Shared Lives Scheme's process and guidance for de-approval and/or ending the Shared Lives Arrangement.
- 14.6 If the Shared Lives Arrangement ends in accordance with clause 14.5 then, unless otherwise agreed between the Shared Lives Carer, the Authority and the Shared Lives Worker (each acting reasonably) and unless the Shared Lives Carer's safety or well-being is at risk, the Shared Lives Carer will continue to provide Care and/or Support in accordance with the terms of this Agreement until the Shared Lives Worker notifies

the Shared Lives Carer that an alternative arrangement has been put in place for the Individual, at which point the Shared Lives Carer will cooperate with the Shared Lives Worker in ending the Shared Lives Arrangement.

- 14.7 If the Shared Lives Carer has any serious concerns about the Individual or the Shared Lives Arrangement, the Shared Lives Carer shall notify the Shared Lives Worker. If the Shared Lives Carer feels unsafe or in danger it shall follow the procedures and guidance issued to them by the Shared Lives Scheme. The Shared Lives Worker will do all they can to help the Shared Lives Carer and the Shared Lives Worker and the Authority will, wherever possible, find immediate emergency alternative care and/or support for the Individual.
- 14.8 **[Wales only]:** the Shared Lives Worker must terminate the Shared Lives Arrangement if it appears that the Shared Lives Carer is not meeting or will not meet his/her obligations under this Agreement. The Shared Lives Worker must first consult the Individual or the Individual's Representative, unless it is not reasonably practicable to do so.]
- 14.9 **[Northern Ireland only]:** the Shared Lives Worker shall terminate the Shared Lives Arrangement if the Shared Lives Carer is not complying or is not reasonably likely to comply with his obligations under this Agreement. The Shared Lives Worker must first consult the Individual or the Individual's Representative and, where relevant, the Authority.]
- 14.10 Any decision made to end the Shared Lives Arrangement in accordance with clause 14 will take into account the Mental Capacity Act 2005 (if the Shared Lives Worker is located in England and Wales), the Adults With Incapacity (Scotland) Act 2000 (if the Shared Lives Worker is located in Scotland), the Mental Health (Northern Ireland) Order 1986 (if the Shared Lives Worker is located in Northern Ireland) and the Human Rights Act 1998.
- 14.11 Each party agrees that the Court of Protection (or, if applicable, the equivalent body in Wales, Scotland or Northern Ireland) will be contacted and/or involved if the Individual does not wish to end the Shared Lives Arrangement despite a proposal to do so by the other parties in accordance with clauses 14.1, 14.5 or 14.8.
- 14.12 The Shared Lives Carer and the Shared Lives Worker (as applicable) agree that if a Shared Lives Arrangement ends they will:
- 14.12.1 make sure all the belongings of the Individual together with any equipment provided to the Shared Lives Carer by the Shared Lives Scheme or the Authority are available for collection by the Shared Lives Scheme. The Shared Lives Carer will notify the Shared Lives Scheme when such belongings and equipment are available for collection;
- 14.12.2 make sure all documents, books, records, materials, data, records, correspondence, papers and information (on whatever media and wherever located and including the Service User Plan) and all matter created from them relating to that Individual, the Individual's Representative, the Shared Lives Scheme or any of their affairs which are in the Shared Lives Carer's possession or control are made available for collection by the Shared Lives Scheme, the Shared Lives Worker, the Individual or the Individual's Representative (as applicable); and
- 14.12.3 irretrievably delete any information relating to the Individual, the Individual's Representative, the Shared Lives Scheme or any of their affairs; stored on any computer, communications systems, devices, magnetic or optical disc or

memory and all matter created from them which is in the Shared Lives Carer's possession or control.

- 14.13 If the Shared Lives Arrangement ends and alternative arrangements are made for the Care and/or Support of that Individual, the Shared Lives Worker and the Authority agrees to assist, support and where appropriate, co-ordinate, the Shared Lives Carer, Individual, the Individual's Representative, professionals and other relevant third parties to ensure that:
- 14.13.1 timely care planning takes place and the health, safety and welfare of the Individual is protected; and
  - 14.13.2 where appropriate, the Shared Lives Carer is able to maintain contact with the Individual.
- 14.14 Where the Shared Lives Arrangement with the Shared Lives Carer ends, irrespective of whether alternative arrangements are made for the Care and/or Support of the Individual, the Shared Lives Worker and the Authority will:
- 14.14.1 keep all documents, books, materials, data, records, correspondence, papers and information (on whatever media and wherever located) relating to the Individual's Shared Lives Arrangement with the Shared Lives Carer and the Care and/or Support provided by the Shared Lives Carer; and
  - 14.14.2 allow the Shared Lives Carer to have reasonable access to such materials in the event that a complaint is made, or a claim or proceedings are brought against the Shared Lives Carer or a member of his/her household, which relates to that Individual's Shared Lives Arrangement with the Shared Lives Carer and/or the Care and/or Support provided by the Shared Lives Carer to that Individual.

## 15. Consideration

- 15.1 As consideration for the parties entering into this Agreement, each party will pay to the other parties £1.00 (one pound sterling) upon request<sup>3</sup>.

## 16. Data Protection

- 16.1 Personal Data has the meaning set out in the Data Protection Act 1998 and includes Sensitive Personal Data (which also has the meaning set out in the Data Protection Act 1998). Sensitive Personal Data includes but is not limited to information relating to an Individual's, an Individual's Representative's and/or a Shared Lives Carer's physical or mental health or condition, racial or ethnic origin or religious or similar beliefs and information relating to any criminal proceedings in which the Shared Lives Carer, Individual's Representative and/or Individual has been involved.
- 16.2 The Shared Lives Carer and the Individual consent to the Shared Lives Scheme, the Shared Lives Worker and the Authority holding and processing data relating to them (including but not limited to Sensitive Personal Data) for legal, personnel, administrative and management purposes. The Shared Lives Carer and the Individual consent to the Shared Lives Scheme, the Shared Lives Worker and the Authority making such information available to the Shared Lives Carer and the Individual (as applicable), the Individual's Representative, individuals who are considering starting

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<sup>3</sup> This clause has been inserted to ensure that 'consideration' passes between the parties. For a contract to exist, one person must make an offer, the other must accept that offer, and 'consideration' for the obligations in the contract must pass between the parties.

a Shared Lives Arrangement (and any person lawfully acting on such individual's behalf) other Shared Lives carers, people who provide products or services to the Shared Lives Worker (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential buyers of the Shared Lives Scheme or any part of its services or business, or as may otherwise be required by law.

- 16.3 The Individual consents to the Shared Lives Carer holding and processing personal data (including but not limited to Sensitive Personal Data) relating to them to the extent necessary for the Shared Lives Carer to provide the Care and/or Support and making such personal data available to the Shared Lives Scheme, the Shared Lives Worker and any Individual's Representative.

## **17. General**

- 17.1 Where this Agreement refers to legislation or regulations or similar, those references include any changes made to the legislation or regulations in the future, as well as any future legislation or regulations made under them.
- 17.2 Unless the context requires otherwise, a reference to one gender shall include a reference to the other gender.
- 17.3 This Agreement includes the Schedules set out at the end of the Agreement.
- 17.4 This Agreement and the Shared Lives Carer's Agreement contain the entire agreement between the parties about the Shared Lives Arrangement and nothing else previously agreed, promised, warranted, represented or understood will have any effect. If there is any discrepancy between the terms of this Agreement and the Shared Lives Carer's Agreement, the terms of this Agreement shall apply.
- 17.5 Nothing in this Agreement can be enforced by any person who is not a party to it.
- 17.6 The Shared Lives Carer will be the primary carer for the Individual. The Shared Lives Carer will ask the Shared Lives Scheme in advance if it wishes to use other approved Shared Lives Carers to provide or help provide the Care and/or Support. Outside of those exceptions, the Shared Lives Carer will not pass on any of its obligations under this Agreement or the Shared Lives Arrangement to anybody else. The Shared Lives Carer may allow close friends, relatives or neighbours to share family and/or community life with an Individual on an ad hoc basis during a Shared Lives Arrangement.
- 17.7 This Agreement may be signed in any number of copies but each party must sign at least one copy of the Agreement for it to be effective.
- 17.8 If the parties wish to vary this Agreement they will need to do so in writing and each party must sign the variation for it to be effective. The Shared Lives Worker agrees that if he/she wishes to propose any variation to this Agreement, he/she will discuss those proposals with the Shared Lives Carer and do all that is reasonably practicable to agree the proposed changes or reach a compromise with the Shared Lives Carer. The Shared Lives Worker agrees he/she will inform the Shared Lives Carer of any proposed changes to the terms of this Agreement at least 4 weeks before the Shared Lives Scheme proposes to implement any such change.
- 17.9 This Agreement will be governed by the laws of the country in which the Shared Lives Scheme is based and the courts of the country in which the Shared Lives Scheme is



based will have non-exclusive jurisdiction (to be decided by the Shared Lives Scheme acting reasonably)<sup>4</sup>.

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<sup>4</sup> The regulations relating to the provision of care vary throughout the UK. This clause ensures that the governing law in respect of the agreement will be the law of the jurisdiction in which the scheme is based i.e. Scotland, England, Wales or Northern Ireland. This ties in with the jurisdiction-specific clauses in the agreement. The reference to jurisdiction determines the location of the courts in which a dispute would be handled. We have stated that the scheme will be able to determine where a dispute will be held. The location of the court will affect the time and costs incurred by the parties in dealing with the dispute i.e. the further the court is from the location of the parties, the greater the time and costs incurred will be.



**Schedule 1 Fees**

1. Care and Support Payment - .....
  2. Food and Utilities Payment - .....
  3. Accommodation Payment - .....
  4. Additional Payment - .....
- TOTAL sums due to the Shared Lives Carer under this Agreement - .....
- .....



**Schedule 2 Sharing or visiting the Home – House Rules**

1. If the Individual will live in or visit the Shared Lives Carer’s Home as part of the Shared Lives Arrangement:

1.1 the Individual may use the following facilities at the Home:

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1.2 the Individual agrees to follow the these House Rules:

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Schedule 3 Service User Plan *[Northern Ireland and Wales Only]*

The Service User Plan is set out below:<sup>5</sup>

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..... The following elements of the Service User Plan shall be met by the Shared Lives Carer. Such elements may be amended from time to time if there are any changes made to the Service User Plan:

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<sup>5</sup> In respect of Shared Lives Schemes in Wales, if this information cannot be provided prior to the start of the Shared Lives Arrangement, it must be provided by the end of the third working day after the Shared Lives Arrangement starts.





Signature Page

SIGNED by [INDIVIDUAL'S NAME]

.....

SIGNED by [INDIVIDUAL REPRESENTATIVE'S NAME]

.....

SIGNED by [SHARED LIVES CARER'S NAME]

.....

SIGNED by [SHARED LIVES WORKER'S NAME] for  
and on behalf of [SHARED LIVES SCHEME NAME]

.....

SIGNED by [AUTHORITY SIGNATORY NAME] for and  
on behalf of [AUTHORITY / CARE MANAGER  
EMPLOYER NAME]:

.....