

## **1 THE PA USER'S GUIDE**

1.1 The following information is to enable Personal Assistance (PA) Users to understand the philosophy and working practices of Independent Living Alternatives (ILA). This information is to inform PA Users of how ILA works and what can and cannot be expected of the organisation and the service. The information acts as a framework agreement to enable PA Users to develop their own placements and to ensure that Personal Assistants (PAs) and PA Users work within the philosophy of the organisation.

1.2 ILA is not a traditional agency, it is about a particular way of receiving personal assistance, which places the PA User in control of the service that they receive. ILA enables PA Users to determine their own actions and lifestyles by enabling self-definition of physical and practical support needs.

## **2 STATEMENT OF PURPOSE**

### **2.1 The aims and objectives of the agency**

2.11 Independent Living Alternatives (ILA) was established in May 1989 to promote the right of disabled people to live independently

2.12 ILA promotes the independence and freedom of disabled people

2.13 ILA aims to enable people who need personal assistance, to be able to live independently in the community and take full control of their lives and thereby have individuality and spontaneity

2.14 ILA establishes the necessary personal assistance as a direct part of an individual's life to enable disabled people to have direct control over their own lives

2.15 ILA is managed by disabled people who are PA Users

### **2.2 The nature of the services that the agency provides**

2.21 ILA is an independent living scheme providing full-time PAs to people who want to live independently in their own homes

- 2.22 ILA enables people to take full control of their own lives and live spontaneously. ILA enables disabled people to determine their own actions and lifestyles by enabling self-definition of physical and practical support needs.
- 2.23 ILA recruits and places PAs and in effect establishes the necessary physical assistance as a direct part of an individual's life.
- 2.24 Although ILA oversees what is happening on a placement and provides support and information, the individual disabled person is responsible for training and directing PAs and is also directly involved in interviewing their own PAs.
- 2.25 ILA is based on a philosophy of equality between the PA User and the PA. A placement is an interactive process within a working relationship.

### **2.3 The name and address of the registered provider and registered manager**

**2.31 The registered provider is:** Independent Living Alternatives  
Rowlandson House  
289/293 Ballards Lane  
LONDON N12 8NP

**2.32 The registered manager is:** Tracey Jannaway

**2.33 The office hours are:** Monday to Friday 10am-5pm

### **2.4 The relevant qualifications and experience of the registered provider and registered manager**

2.41 Disabled people with experience of independent living manage ILA and employ a full-time Director to manage the day-to-day work of the organisation. ILA also employs 1 full-time Co-ordinator and an Administrator.

2.42 The Director has direct personal experience of personal assistance as well as holding professional qualifications in business management.

## **2.5 The range of qualifications of the Personal Assistants supplied by the agency.**

2.51 ILA has a stringent application procedure for PAs. All PAs complete an application form and are interviewed by the organisation in person. PAs must provide two references and a medical reference. Once these stages have been passed successfully, application forms are forwarded to PA Users, who interview each applicant either in person or by phone.

2.52 ILA very much stresses that there is no such thing as a perfect PA; each person is individual and in such a close working relationship, both parties get to know each other from both a positive and negative side.

2.53 The role of an ILA PA is to provide personal assistance to disabled people to enable a PA User to live independently. The relationship between PA User and PA is complex and unique. Both PA Users and PAs are dependent on each other, as fundamentally one cannot survive without the other. Within this relationship both PA User and PA can expect to be treated with respect and equality. The most essential criterion to enable a successful placement is communication between both PA User and PA.

2.54 A PA is **not** a carer or nurse. The role of a PA is to follow the instruction and direction of the disabled person, known as a PA User, to enable that individual to live independently in the manner in which they choose. A PA becomes part of someone's life providing personal assistance when necessary, in an atmosphere of equality and mutual acceptance.

2.55 The PAs provided are not necessarily qualified carers, usually they are either graduates who are looking for direct work experience or people from overseas who wish to improve their English and live in England for a time.

2.56 PAs are recruited on the basis of having an open mind and an empathy with the philosophy of the organisation and the disability rights movement. Overseas applicants must all be able to speak English to a reasonable standard to be offered a placement.

### **2.57 A PA must:**

- Respect and maintain strict confidentiality

- Be open minded and have a flexible attitude
- Have an understanding of and a commitment to disability equality
- Have an understanding of the role of a PA
- Take direction from the PA User and work in accordance with the PA User's wishes
- Have good verbal and written communication skills
- Know when to use their initiative and when to take a back seat
- Be reliable and punctual
- Be able to prepare and cook basic meals
- Be willing to provide personal care
- Be willing to perform domestic tasks e.g. ironing, cleaning, washing clothes
- Be willing to undertake training relevant to their work

**2.58 The main duties of a PA may include any or all of the following:**

- Providing intimate personal assistance, which includes going to the toilet, having a bath, putting on and taking off clothes, repositioning, moving arms and feet into comfortable positions, etc
- Providing non-intimate personal support, which includes picking things up, making coffee, washing up, fetching lunch, housework, cooking, cleaning, shopping, etc
- Driving to and from college, work, school appointments and meetings, etc
- Pushing a wheelchair, opening doors, carrying items
- Accompanying someone to a meeting, the doctor, shopping, cinema
- Taking and typing up notes at meetings
- Answering the telephone
- Managing correspondence/typing letters
- Making/changing the bed
- Assistance with physiotherapy/exercising
- Assistance with medication
- Assisting with literacy, numeracy

## **2.6 The complaints procedure in accordance with Regulation 20 (Domiciliary Care Agencies Regulations 2002)**

2.61 An individual who feels that s/he has been unfairly treated within a placement by the PA, PA User or ILA has the right to complain about the situation.

2.62 The procedure is as follows:

Any person who feels that s/he has been unfairly treated by a PA User, PA, staff member or ILA have the right to complain about the situation.

The procedure is as follows:

1 The person must firstly talk to the Director of ILA. A meeting will be arranged within 3 working days.

2 If this does not resolve the situation the person can request a meeting with a representative of the Management Committee: A meeting will be arranged with 5 working days by telephone conferencing.

2 If the person does not feel that the situation has been resolved a formal letter detailing the complaint can be sent to the Management Committee. A reply will be provided within 10 working days.

2.63 You are entitled to have an advocate of your choice present at the meeting and as far as is possible, any suitable representatives from ILA.

## **2.7 The terms and conditions in respect of the services provided to PA Users, including the amount and method of payment of fees**

2.71 Information relating to the specific services to be provided to a PA User is contained within this document and in the PA User Registration Form provided by the PA User. This information is updated on an annual basis following a PA User review. It can be updated at any time during the year.

2.72 ILA does not have a standard fee as each placement is unique and there are many factors which influence the cost of a placement including:

- the level of service required
- the number of hours required
- the duration of the booking
- the number of active hours required of a PA

- the length of the booking
- the location of the booking

2.73 ILA will provide a price for each service prior to it being provided.

All bookings are confirmed by a job description detailing the times and dates of a PA to be provided. It is the responsibility of the PA User/person booking to ensure that this information is correct.

2.74 PA Users are invoiced as and when work is completed. If this is a first booking and in some specific circumstances such as a considered risk of late payment ILA may require a deposit or advance payment for work to secure service. The deposit is £500 or 75% of the service fee whichever is greater. This will be agreed at the beginning of a contract as part of the service level agreement.

- PA Users are invoiced for the services agreed at the beginning of each recruitment period.
- Payment of the invoice is requested by cheque or automated bank transfer payable to Independent Living Alternatives in pounds sterling

2.75 Cancellation Fees: If the service is cancelled the following fees will be applicable:

- A £70.00 fee will also be charged if a PA User cancels placement before a successful applicant takes up post.
- A 10% cancellation fee will be made on any payments received.
- 0-14 days 100% of service fees will be charged
- 14-28 days 50% of service fees will be charged

2.76 No refunds are payable should a PA resign at any time after commencement of the placement. If an employee leaves within the first six weeks of employment, ILA will endeavour to fill the post with a suitable candidate as soon as possible for a minimal cost.

2.77 Invoices are sent as and when work is completed and the normal terms for payment are 7 days.

- On-going placements are invoiced from 21st of each month to 20th of the following month.

- Failure to pay within 28 days will incur a penalty of £70 per month outstanding as well as the withdrawal of any PA introduced to the PA User and the possible withdrawal of future services.
- Failure to pay an invoice within 56 days will result in ILA exercising the legal right to claim interest on late payments. Interest will be calculated on a daily basis and charged at the bank of England base rate plus 8%.
- Failure to pay within 84 days will result in ILA taking legal action to reclaim debt.

#### **TIMETABLE OF NON PAYMENT**

Day 1	Invoice issued
Day 7	payment due
Day 28	non payment postal reminder; £70 late payment fee imposed
Day 42	meeting request with PA User (a PA User is strongly requested to have their social worker present at this meeting)
Day 56	placement winding down: Interest will be calculated on a daily basis and charged at the bank of England base rate plus 8%.
Day 84	Placement terminated and ILA will take legal action to reclaim the debt

In relation to ILA on-going placements, ILA will meet with the PA User to determine why payment has not been made. A plan of action will be agreed in order for payment to be raised.

#### **2.8 The address and telephone number of the Care Quality Commission:**

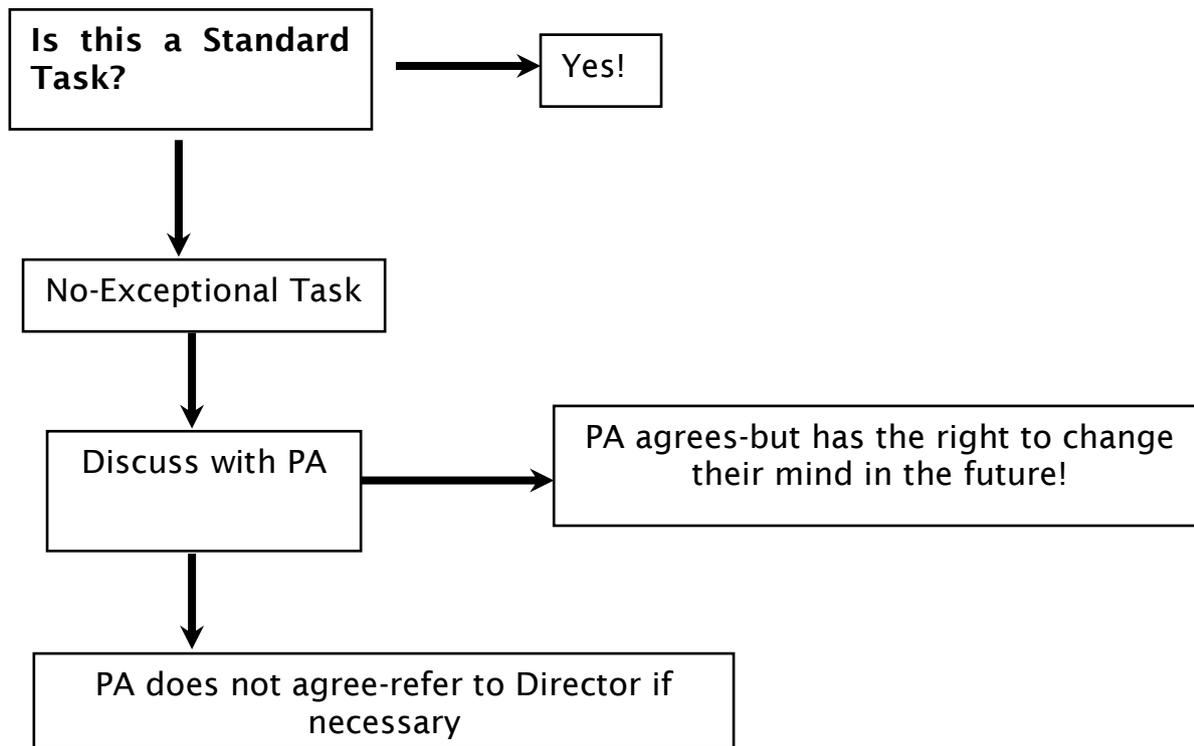
**Telephone: 03000 616161 Fax: 03000 616171**

Opening hours are Monday to Friday, between 8.30am and 5:30pm, excluding bank holidays. Calls will be charged at the standard rate.

CQC National Customer Service Centre, Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA

### 3 WHAT CAN AN ILA PA DO?

The Task Definition Flow Chart:



Exceptional Tasks:

**When is a task exceptional?** Would you carry out this task for yourself?

- YES-why not for the PA User?
- NO-why not?
- Has this issue been discussed with the PA User?
- If not, why not? And will it be?
- Submit the task to the Director
- Final decision is with the Management Committee

### 4 EMERGENCY CONTACT NUMBERS:

07860 695384

please ensure you leave a message as calls are screened outside of office hours

4.1 PA Users must be prepared for any emergency situation, which may occur on their placement i.e. a PA being ill or absent. ILA does not operate a 24-hour emergency direct contact service.

4.2 ILA can provide a list of agencies that are able to provide emergency cover for such situations. ILA also suggests that PA Users have a list of instructions in their home in event of them having an accident.

4.3 If a PA User needs to contact ILA urgently they must leave a message on the answer phone at the office; on the emergency pager; and on the mobile contact numbers.

**5 Terms and conditions applicable to the Independent Living Scheme and PAs directly employed by ILA:  (tick if applicable)**

5.1 A PA must be enabling a PA User to live an independent lifestyle whether that is to go to work, college, the cinema, shopping, etc.

5.2 ILA's philosophy is based on mutual interdependency and equality between a PA User and a PA; all PA Users are expected to treat their working relationships as an interactive process and to be open about building a relationship.

5.3 PA Users are responsible for the training of all PAs and in directing how a placement operates.

5.4 PA Users must be able to provide a separate bedroom in their own homes for a PA to use whilst they are working unless the placement does not require PAs to live-in.

5.5 The relationship between a PA User and a PA must be non-exploitative.

5.6 Independent Living Alternatives provides PA User support as and when necessary. ILA believes that the essence of a good placement is communication.

5.7 ILA believes that no disabled person should be financially penalised for the additional cost of having a disability ILA charges fees for the services provided, which should be paid either by the Local Authority or through a personal health budget. ILA is a self-financing non-profit making organisation and the fees realistically reflect the cost of the services provided.

5.8 A voluntary Management Committee manages the Company. PA Users are encouraged to take an active role in determining the development of the Company by joining the Management Committee.

- 5.9 During the year ILA organises PA Users' meetings to discuss issues relating specifically to using ILA PAs, personal assistant and related issues which PA Users are encouraged to attend.
- 5.10 ILA is not an agency in the traditional sense of the word. PA Users must have an empathy and understanding of the aims of the organisation and must agree to ILA's working practices.
- 5.11 PA Users must sign an agreement that they understand and accept the method of working of the organisation.
- 5.12 ILA is legally responsible for the PAs and PA Users are supervisors and must be able to manage the day to day placement either directly or through an advocate.
- 5.13 ILA PAs come from a wide range of backgrounds, many are not originally from the UK and/or do not speak English as a first language. ILA is committed to Equal Opportunities and is committed to eliminating all forms of discrimination in service delivery. ILA will treat all people with dignity and respect regardless of age, race, gender, disability, age, sexuality or faith. Failure to comply with the organisational policy on Equal Opportunities will result in withdrawal of services to the PA user.
- 5.14 If a PA User feels that ILA has not upheld any part of the Terms and Conditions of Business they should refer to the ILA complaints procedure in their information pack.

## **6 Terms and conditions applicable to the Independent Living Scheme:**

**(tick if applicable)**

### **Termination:**

- 6.1 ILA is a non-profit making company, which charges fees relating to the cost of the services provided. PA Users must give four months notice of no longer requiring ILA services.
- 6.2 In the event of the death of a PA User, ILA will charge fees for an additional one month to enable the PAs time to seek alternative work.
- 6.3 If a PA User wishes to leave ILA sooner, they must pay the rent for the remainder of the tenancy on the PAs' property and six weeks living expenses to the PA in lieu of notice.

## **PA Accommodation**

- 6.4 ILA rents living accommodation for the PAs when they are not with the PA User. In order for this to be cost effective, property is rented in six monthly blocks.
- 6.5 If PA Users do not give adequate notice ILA is left to meet the cost, which as a non-profit making company, the organisation cannot afford; hence the four months notice.
- 6.6 The accommodation fee may be charged at rent level when ILA is not providing a service, for example when no PAs are available or the PA User wishes to continue using the service, but for a fixed period does not need PAs.

## **Service conditions**

- 6.7 ILA will provide PAs for as long as is required by a PA User providing that the service remains the most appropriate service for an individual's needs and that there is no conflict with ILA's guidelines. ILA reviews placements on a regular basis and PA Users can request a review of their placement at any time.
- 6.8 ILA provides full-time support which is usually two PAs working on a rota system. The rota system is flexible and is decided by all parties concerned. It is important to achieve a balance of how many days in succession the same PA is working. PAs must have of a minimum of two consecutive days off per week; that is two days in which they neither finish nor start working.

## **7 Terms and conditions applicable to PAs directly employed by ILA:**

**(tick if applicable)**

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## **8 Terms and conditions applicable to PAs introduced by ILA:**

**(tick if applicable)**

- 8.1 All new PA Users must complete and return the PA User Registration form prior to any service being agreed. This must include a job description for and contract of employment for directly employed PAs.
- 8.2 The PA User will complete a Service Level Agreement Form prior to any work being carried out on their behalf by ILA. It is not possible to renegotiate the level of service downwards once it has been agreed. However, ILA is willing to carry out additional work for the relevant fee.
- 8.3 The PA User must agree with the PA before engagement the Terms and Conditions of Employment, which must include rates of pay, hours and place of work, duties, annual leave and any additional terms and conditions of employment specific to the post. This information must be disclosed to ILA at the point of registration. Please note that under the Conduct of Employment Agencies Regulations 2003 – ILA is required to hold a copy of the employment contract between the PA User and PA/s that they have been introduced.
- 8.4 ILA PA Services is an introduction service and does not directly or indirectly employ PAs to work with PA Users. ILA does not take any responsibility for payment of salary, tax or National Insurance for PA;

this is solely the responsibility of the PA User. As the employer the PA User must take full responsibility for these matters.

- 8.5 PA Users are responsible for checking the references are satisfactory prior to offering a contract and ensuring the PAs legal status in the UK, CRBs, etc.
- 8.6 All information and introductions supplied by ILA are confidential. Passing of any information to potential applicants, employees, other organisations or current employers is strictly forbidden and will constitute a breach of contract and may be subject to damages being paid to ILA by the PA User.
- 8.7 ILA promise to keep all information relating to the PA User confidential and in line with our confidentiality policy such information will not be shared with any other person or organisation without the consent of the PA User.
- 8.8 ILA cannot be held responsible for any person or persons or any loss, damage, liability costs whatsoever, whether caused by the employee or any negligence on the part of the employee. PA Users must take out Employers Liability Insurance to cover this in their own right.
- 8.9 A voluntary Management Committee manages the Company. PA Users are encouraged to take an active role in determining the development of the Company by joining the Management Committee.
- 8.10 During the year ILA organises PA User meetings to discuss issues relating specifically to using ILA PAs, personal assistance and related issues which PA Users are encouraged to attend
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## **9 EQUAL OPPORTUNITIES STATEMENT**

9.1 Independent Living Alternatives clearly recognises that it is not only disabled people who face discrimination, prejudice and denial of basic human rights from a society, which breeds inequality. ILA provides its service on the basis of need and fills staff vacancies on the basis of suitability, qualification and ability and empathy with the aims and philosophy of the organisation.

9.2 ILA actively aims to publicise its services and vacancies as widely as possible and welcomes applications from all sections of the community.

9.3 ILA promotes a positive image of disability and feels that individual's who themselves have experienced prejudice and discrimination will be able to more readily accept ILA's concern to further the process of social equalisation for disabled people.

## **10 HEALTH AND SAFETY POLICY**

10.1 Independent Living Alternatives (ILA) is concerned for the health, safety and welfare of all PAs, volunteers and PA Users involved in the Company, so far as is reasonably practicable, under the terms of the Health and Safety Act. In order to comply with the provision of the Act, the Company's Health and Safety Policy is as follows:

- To provide and maintain a safe and healthy working environment for all PAs.
- To ensure that all PAs receive adequate information, instruction and training from PA Users.
- To investigate any accident occurring on a placement and to analyse its cause and take any corrective action necessary.
- To provide all PAs with the necessary information, instruction, training and supervision to work safely and efficiently.
- To ensure that, as far as is reasonably practicable, any equipment provided for use is safe in its operation.

- To ensure that, all PAs are aware of their legal and moral obligations to take reasonable care for the health and safety of themselves and others, by observing all safety regulations and promptly reporting any potential hazards to the placement PA User and the Director.

10.2 On each placement the PA User is responsible for ensuring the safe and healthy working conditions of the PA/s and ensuring that the PA/s are familiar with all aspects of the work within the placement. Work routines should be regularly reviewed to ensure that only the safest work practises are followed.

10.3 In the event of any complaints on health and safety, PAs should firstly talk to the placement PA User and then to the Director.

10.4 A copy of the 1974 Health and Safety at Work Act can be obtained from Independent Living Alternatives.

## **11 MEAL BREAKS WHILST WORKING FOR LIVE-IN/24 HOUR SHIFTS PAS EMPLOYED BY ILA**

11.1 If a PA User is away from home, s/he must either advise a PA in advance to bring food with them for meal breaks or purchase food for the PA.

11.2 As guidance meal breaks in a standard 24-hour working day should be taken between:

- BREAKFAST 07:00-10:00 (½ hour)
- MID-MORNING BREAK 10:30-11:30 (15 minutes)
- LUNCH 12:00-14:00 (½ hour)
- AFTERNOON BREAK 15:00-16:30 (15 minutes)
- EVENING MEAL 18:00-20:30 (½ hour)

11.3 Breaks for food should be a minimum of ½ hour for meal breaks and 15 minutes for coffee breaks.

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ILA reserves the right to amend these terms and conditions with 7 days' notice to the PA User.

I agree to the terms and conditions laid out in this document.

Name of PA User(s) .....

Signature of PA User(s).....Date.....

Signature .....Date.....

Tracey Jannaway - Director