

Carer Agreement

This is an Agreement between

.....
(Name of Shared Lives Carer(s))

and

(Name of Shared Lives Service)

The agreement outlines the role and responsibilities of the Shared Lives (SL) Carer(s) in working with the SL Service and the role and responsibilities that the SL Service has in supporting and working with the SL Carer(s).

The SL Carer(s) agrees:

1. To work in accordance with the aims and objectives of the SL Service and its standards of conduct and practice.
2. To support the person in the SL arrangement to live the life that they want, to be part of the community, to share the SL Carer's family life and to feel good, stay well and keep safe.
3. To treat the person with respect and dignity and support them to express their views and make choices and decisions.
4. To follow all the SL Service's written policies and procedures and guidelines copies of which are provided in the Carer's Handbook.
5. To work to the **General Social Care Council, Care** Code of Conduct for Social Care Workers .
6. To promote and protect the health, safety and welfare of the person, themselves and others in their household.
7. To receive referrals only through the SL Service and to co-operate with the SL Service's procedures for matching and introductions.
8. Not to enter into any private arrangements with individuals or their representatives without the prior agreement of the Scheme
9. To enter into a SL arrangement only when they have been given a comprehensive written needs assessment and Service User Plan for the person and believe that they can meet the person's assessed needs.
10. To work with the person as outlined in their Service User Plan and the SL

Arrangement.

11. To explain daily routines and house rules to the person when he/she begins a new SL arrangement.
12. To enable the person to follow their religious and/or cultural customs.
13. To work in line with any written risk assessment or risk management plan, inform the SL Worker of any additional / newly identified risks for the person and work with the SL Worker and others to find ways to manage those risks.
14. To identify any change in the needs of the person and bring this to the attention of the SL Worker and/or other relevant professionals.
15. To keep and maintain records about the person, their care and/or support, the safekeeping of their money or valuables and of fire safety and other health and safety matters.
16. To keep records about the person in a secure place and to return all these personal records to the SL Service within 28 days when the arrangement comes to an end.
17. Not to disclose any information about the person without his/her agreement, or the agreement of the SL Service, or being in line with the SL Service's policy on Confidentiality. This applies regardless of whether the person is in a SL arrangement, or away from the arrangement, or after the arrangement has ended. (Breaches of confidentiality will be treated as a very serious matter and may lead to the ending of the SL Carer's approval.)
18. To inform the SL Service straight away about any allegations or concerns or suspicions about the possibility of abuse or neglect relating to the person and to follow the SL Service's guidance on Safeguarding against Abuse and Neglect.
19. Not to use any form of physical restraint on the person unless it is the only means of keeping the person or others around him/her safe and is in line with the SL Service's guidance for Safe Caring and Restraint. Any incident involving the use of physical restraint must be reported to the SL Service within 24 hours.
20. To follow the SL Service's guidance for Handling Medicines whenever the SL Carer is involved in the safe keeping, handling, recording or administering of medicines to a person, as well as following individual guidelines contained in the person's Service User Plan.
21. Before considering any arrangements to make use of Support Carers, to discuss and agree these with the SL Worker. The SL Service must check and approve the Support Carer and the arrangements will be recorded in the Service User Plan and/or SL Arrangement Agreement. (SL Carers are not able to directly employ staff to provide care to the person.)
22. To work positively and co-operatively with the person's family and/or representative and with professionals or other people involved in the life of the person.
23. To engage positively with the regular support and monitoring visits by the SL Worker,

allowing access to their homes at all reasonable times.

24. To take up any training or learning opportunities identified by the SL Service which are designed to meet the SL Carer's individual development needs.
25. To take part positively in any reviews concerning the person and in SL Carer reviews.
26. To inform the person about planned visits by the SL Worker and, where appropriate, the Inspector from the **Care Quality Commission (CQC)**
27. To take part positively in any meetings with the above Inspector(s) who are part of the SL Service's registration and inspection process.
28. To inform the SL Service (**or out-of-hours emergency service**) within 24 hours of any serious accident or incident involving the person, including:
 - any serious infectious disease in the SL Carer's home;
 - any serious accident or injury or illness of the person ;
 - any event that may have an adverse effect on the person;
 - any theft or burglary in the SL Carer's home;
 - any incident concerning the person which is reported to or investigated by the police;
 - any complaint or allegation made by the person against the SL Carer or a member of their household or against the SL Service;
 - any unexplained absence of the person from the SL Carer's home;
 - any use of physical restraint on the person;
 - the death of the person;

and to confirm any verbal notification in writing.

29. To inform the SL Service immediately (even if they do not have anyone in a SL arrangement at the time) of:
 - any criminal or civil conviction;
 - any proposed change of address;
 - any proposed change of accommodation;
 - any change in the composition of the household;
 - any change in personal circumstances that may affect their ability to support the person;
 - any proposal to have time away from their caring role;

and to confirm any verbal notification in writing.

30. To maintain insurance cover that meets the requirements of the SL Service. Specifically:
 - public liability insurance
 - household insurance
 - motor vehicle insurance

31. To fulfil their responsibilities as self-employed people for tax and national insurance purposes.
32. To make time for themselves and their family and have regular time apart from the person, when appropriate.
33. To make use of the SL Service's whistleblowing procedure if they have any cause for concern about the conduct or practice of other SL Carers or any employees in the SL Service, or about the way the SL Service operates.
34. To make use of the SL Service's complaints procedure if they believe the SL Service has breached any of its responsibilities or if they are dissatisfied with any aspect of the service.
35. To end a SL arrangement by giving written notice to the SL Service of at least four weeks.
36. To give four weeks' notice in writing to the SL Service if they wish to end this Agreement and their work with the SL Service.

The SL Service agrees:

1. To provide SL Carers with written information about the aims and objectives and operation of the SL Service and the standards of conduct and practice required.
2. To provide a Carer's Handbook with essential information and reference documents including copies of relevant policies and procedures and guidelines and to make sure through training and explanation that the information is understood and easily found in the Handbook.
3. To provide the person who is in a SL arrangement with essential information about the SL Service in a language or format that they can easily understand.
4. To provide information and/or training to SL Carers so that they understand and can fulfil their legal responsibilities, follow safe working practices and support the person effectively.
5. To allocate a named SL Worker to each SL Carer who will be responsible for their ongoing support and for the monitoring and reviewing of their work.
6. To match people referred to the SL Service with appropriate SL Carer(s) and facilitate their introduction to the SL Carer(s) and their household/family in line with the SL Service's policies and procedures for Matching and Introductions.
7. To make sure before the start of a new arrangement that SL Carers are provided with comprehensive information about the person including a copy of an up-to-date assessment of their needs and wishes and a risk assessment.
8. To make sure before the start of a new arrangement that a Service User Plan and SL (AP) Agreement have been agreed with the person, their family or representative if appropriate, the Care Manager/Care Co-ordinator and the SL Carer.
9. If a new arrangement has been made in an emergency, to provide the SL Carer with enough information about the person to ensure his/her safety and the safety of the SL Carer and others in their household and then to make sure that a SL (AP) Agreement and Service User Plan and other documents are provided within 5 working days.
10. To ensure that SL Carers have the skills and knowledge to meet the changing needs of the person, by providing regular support visits and reviews as well as training and/or information and/or other development opportunities as required.
11. To provide ongoing support to the SL Carer(s) and to monitor the arrangement through telephone contact and regular visits at a frequency agreed with the SL Carer but at least 3 monthly. Unannounced visits may be made to the SL Carer's home if there are any concerns about an arrangement, or the care or support that the SL Carer is providing.
12. To obtain feedback about the arrangement and the SL Carer's work from the person and/or their family or representative and from professionals that are involved with the person.
13. To provide the SL Carer(s) with clear information about emergency and out-of-hours

support that is available to them.

14. To make sure that the SL Carer(s) are able to access any specialist training and/or information and/or aids or equipment that they need to carry out their tasks effectively.
15. To help the person and/or SL Carer(s) to obtain any specialist support or services required by the person.
16. To make sure that any identified unmet needs of the person are brought to the attention of the relevant professionals.
17. To review the arrangement at least annually or whenever there are significant changes in the health or circumstances of the person or the SL Carer(s).
18. To review the work and approval status of the SL Carer(s) at least once a year, or more often if necessary and to draw up an individual learning and development plan for the year ahead.
19. To provide written confirmation to the SL Carer(s) of the fee to be paid for each person that they are supporting and how this payment will be made; how any additional costs will be met; and whether the fee will be altered for any period when direct support is not being provided by the SL Carer.
20. To provide support to the SL Carer(s) in obtaining the monies that are due, should there be delay or difficulty
21. To enable SL Carers that are providing long-term accommodation and support to have regular breaks from their caring role, up to a maximum of 4 weeks per year.
22. To promptly investigate all concerns or complaints about the SL Carer by following relevant SL Service policies and procedures. This includes alleged breaches of standards of conduct or practice, or breaches of the Carer Agreement, or allegations of abuse or neglect.
23. To follow the **Birmingham** multi-agency policy and procedure for Safeguarding Adults as well as the SL Service's policy and procedure for this if there are any concerns or allegations or suspicions of abuse or neglect relating to a person in a Shared Lives arrangement. All such concerns will be investigated.
24. To ensure that if an allegation of abuse has been made against an SL Carer, the SL Carer:
 - is given clear information about the relevant procedures and their right to legal advice and/or other forms of independent advocacy.
 - continues to receive support from the SL Service.
25. To facilitate peer support between SL Carers, including meetings or learning and development opportunities.
26. To end a SL arrangement by giving written notice of at least four weeks.

27. To end this Agreement and the SL Carer's work with the SL Service after a review of the SL Carer has been considered and a decision made by the Approval Panel and or by giving **Four Weeks'** notice in writing to the SL Carer(s) The SL Carer will be given written information about the reasons for the decision as well as information about how to appeal against this.

(Name of Shared Lives Carer(s))

have read and understand the Carers Agreement between me/us and

Shared Lives Service

(Name of Shared Lives Service)

and agree to undertake the Carer's responsibilities outlined in this Agreement in so far as it is reasonably possible.

Signature (Carer 1):

Date:

Signature (Carer 2):.....

Date:

.....

(Name of Shared Lives Worker)

acting on behalf of

Shared Lives Midlands.....

(Name of Shared Lives Service)

agrees to undertake the Shared Lives Service's responsibilities outlined in this Agreement in so far as it is reasonably possible.

Signature(s):

Date:

NB This model document should be adapted to fit the intended service