

Appendix 1 – Carer Agreement



SHARED LIVES CARER AGREEMENT (FOR VALE OF GLAMORGAN AND BRIDGEND COUNTY BOROUGH)

Date:

The agreement is made between the following:

Name:

Address:

(Herein referred to as the 'Shared Lives Carer')

And

The Vale of Glamorgan Council
Civic Offices,
Holton Road,
Barry.
CF63 4RU

(Herein referred to as the 'Council')

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DEFINITIONS

Shared Lives Carer	Formerly known as an Adult Placement Host, a host is now known as a Shared Lives Carer. A person, who has received training in respect of care and support of adults with additional needs, in whose home an adult is or may be accommodated/supported and provided with personal care under the Placement Agreement.
Shared Lives Service	Formerly known as the Adult Placement Service, the service is now known as Shared Lives. The scheme operated by the Vale of Glamorgan Council, under which arrangements are made or proposed to be made for not more than four adults to be accommodated and provided with personal care in the home of a person who is not their relative.
About me Plan	A written plan produced by Shared Lives Service, the relevant adult, and other relevant persons to reflect how a person's assessed needs and outcomes can be met.
Care and support Plan	The written plan drawn up by the Case Manager following an assessment of the person's needs and personal outcomes. The Care and Support Plan specifies outcomes to be achieved, resources and services to be provided, the allocation of responsibilities and arrangements for monitoring and review.
Case Manager	The professional responsible for working with the person and their support network in identifying their needs and personal outcomes and coordinating any required services.
Emergency Placement	A temporary placement made at short notice that lasts for no more than 28 consecutive days.
Individual Placement Agreement	The individual arrangement on behalf of the person in receipt of the service arising from an assessment of their needs and personal outcomes. This encompasses the Care and Support Plan and About me Plan, and any other written arrangements in respect of the Individual.
Long Term Placement	A placement of more than one year in duration.
Adult Placement Service Regulations 2019 (Wales)	Regulations issued by Welsh Government under RISCA (Regulation & Inspection of Social Care (Wales) Act 2016
Placement	An arrangement whereby an adult is accommodated in the home of a Shared Lives Carer
Individual/Person/Citizen	An adult who may be or is accessing services provided by Shared Lives.
Respite Placement	Short term break from a caring/support role.
Short Term Placement	A placement of more than 28 days but less than one year in duration.
Variation	Any changes made to this agreement or to the services provided in accordance with clause 17 of this agreement.

1. Shared Lives Objective

1.1 To provide long term, respite or sessional placements to adults aged 18 years or older, who may be younger adults or older persons with needs arising from a learning disability, physical disability, mental health, sensory impairment, dementia or frailty, in ordinary family settings, according to the individual assessed needs. Emergency Placements will be considered and provided if safe and appropriate to do so.

1.2 The principal objective is the provision of high standard accommodation and/or support, which may include personal care. The physical and emotional welfare of people is of paramount importance.

2. Shared Lives Carer Agreement

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2.1. Shared Lives Carer Agreement provides clarity of expectations and individual roles; this allows for consistency and effective management of placements provided by Shared Lives.

3. Values and Principles

3.1. All parties to this agreement subscribe to the following broad framework of values and principles as laid down in the Adult Placement Service Regulations (Wales) 2019 and Social Care Wales Code of Professional Practice for Social Care.

3.2. Every Individual has a right to:

- Have their cultural, ethnic, religious, sexual, social, creative, and emotional needs recognised and respected.
- Live an ordinary life in their community while staying healthy and safe.
- A person-centred enabling approach in delivery of support to individuals, taking into account the Individual's wishes, feelings and aspirations.
- A flexible and responsive service based on a person's needs, choices and preferences within the resources available.
- Involvement in the planning and delivery of their care and support
- Be treated with dignity and respect.
- Have their independence promoted by focusing on their skills and abilities and be as self-directing as possible in all areas of their life.
- Have information about the objectives of this scheme and be made aware of other supportive services.
- Have confidentiality safeguarded. All information about their care and support, personal life and their family must always be treated as strictly confidential. Shared Lives Carers must not disclose any personal information about individuals to a third party unless this has been agreed with the individual concerned and if they have capacity to do so. Agreement to disclose information should only be sought if this is for the benefit of the individual for the purpose of assisting with their support.
- Be involved in a careful and thorough assessment of their needs and wishes, and to be kept informed of the outcome. The requirements of individuals in relation to risk taking and safety will be agreed in their Care and Support Plan, About Me Plan, and on their Risk Assessment.

3.3. Have opportunities regarding:

- Social inclusion
- Develop and maintain friendships, personal and sexual relationships.
- Religion and culture
- Maintaining contact with their family
- Their first language
- Using local community facilities
- An environment free from abuse/discrimination
- Maximising independence and move-on
- Choice

3.4. Shared Lives operates on an equal opportunities' basis, rejecting discrimination or an individual being treated differently on the grounds of sex, ethnic origin, age, marital status, sexual orientation, gender reassignment, disability, religion, language, or nationality.

3.5 Any service complaint should be drawn to the attention of the Registered Manager immediately.

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4. Responsibilities of Shared Lives Carer

General

The Shared Lives Carer shall:

- 4.1. Use their own home to provide 24-hour care and support in the case of long term, short term, or emergency placements. In the case of additional support, they will use their own home to provide support as per the Individual Placement Agreement.
- 4.2. If the home is rented, acquire the written agreement of the landlord to provide accommodation and support from the premises.
- 4.3. Support and enable the individual placed with them to be valued as an equal and contributing member of their household.
- 4.4. Work in accordance with the aims and values of Shared Lives and the assessed needs detailed in the individual's Care and Support Plan and About Me Plan.
- 4.5. Always maintain compliance with the Policies and Procedures of Shared Lives Service.
- 4.6. Comply with the recommendations and conditions of Shared Lives approval and review panel.
- 4.7. Comply with the Adult Placement Service Regulations 2019.
- 4.8. Explain those Policies and Procedures to the Individual/s placed with them when relevant and appropriate to do so.
- 4.9. Work to the Code of Professional Practice for Social Care.
- 4.10. Ensure the health, safety and welfare of themselves, family members and any Individuals residing with them.
- 4.11. Work in partnership with Shared Lives procedures for the matching and introduction of Individuals when a prospective placement is being considered.
- 4.12. Not accept referrals for the provision of Shared Lives through any other agency or private referral, except with the written agreement of Shared Lives. This includes requests made directly and indirectly by:
 - 4.12.1. Other approved Shared Lives Carers for short term, short break, and emergency placement, with or without payment.
 - 4.12.2. Other agencies to provide supported living/accommodation and/or care to vulnerable adults from Shared Lives Carers own home, with or without payment.
 - 4.12.3. Other agencies to provide Direct Payments services to vulnerable adults from their own home.
- 4.13. Only accept an individual for a new placement if they believe that they are able to meet the individual's assessed needs and personal outcomes.
- 4.17. Accept a person for an emergency placement only if they have been given an Emergency Care and support plan or referral form, which provides adequate information about the person's needs in advance of the placement proceeding.
- 4.18. Alert Shared Lives if within 5 working days of the beginning of the emergency placement the above documentation has not been provided and a meeting held.
- 4.19. Enter into a Licence Agreement with individuals in long or short-term placements, prior to the placement starting.
- 4.20. Provide support and/or care to the individual as detailed in the person's Care and Support Plan, About Me Plan and Individual Placement Agreement.
- 4.21. Promote the independence of people in all aspects of their lives.
- 4.22. Work positively with Shared Lives and other professionals to promote and plan move-on for people.
- 4.23. Identify and report any changes to Shared Lives or other relevant professionals, in the needs and personal outcomes of the person placed with them, in particular any unmet needs outside Shared Lives Carer's control.

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4.24. Take full regard of all risk assessments undertaken in respect of the Individual and inform Shared Lives immediately of any additional risks for the Individual that they identify and for Shared Lives Carer or their family.

4.25. Support and care for the Individual always with respect and dignity.

4.26. Inform the individual about planned visits by Shared Lives and where appropriate other regulatory or investigating bodies such as Care Inspectorate for Wales.

4.27. Must discuss with and obtain agreement from Shared Lives for any arrangements for regular or occasional support for an Individual when a Shared Lives Carer is not available. If agreed, these arrangements will be recorded in the About Me Plan.

4.28. Provide information when requested about any person identified to provide support and/or care in a Shared Lives Carer's absence, so that appropriate checks and references can be taken up.

4.29. Fulfil their responsibilities as being self-employed for Tax and National Insurance purposes, including maintaining up to date records of income and expenses as required by HMRC. Shared Lives Carers should consult HMRC information on qualifying care relief.

Confidentiality

4.30. The Shared Lives Carer shall ensure that all information and records about the individual are kept confidential in line with the Council's policies and procedures, and access only allowed to those people with valid reasons for example medical personnel, health and social service staff.

4.31. The Shared Lives Carer shall ensure that all information and records about the Individual are maintained, accurate and up-to date. The personal file of the Individual shall contain the information required in the Regulations.

4.32. In addition to the Individual's personal record, will keep any other records as directed by Shared Lives.

Record Keeping

4.33. The Shared Lives Carer shall keep all the Individuals financial records for a period of seven (7) years, including the current financial year. If the placement ends before the seven years, the financial records should be returned to Shared Lives service.

4.34. The Shared Lives Carers shall keep the current Individual Placement Agreement until the end of placement.

4.35. All other records will be kept by the Shared Lives Carer for a period of three (3) years. This includes reviews and medication records. Unless the placement ends then the records should be returned to Shared Lives.

4.36. At the end of three (3) years, the Shared Lives Carer will return the records to Shared Lives for destruction.

Notifiable Events

4.37. A Shared Lives Carer shall be responsible for notifying Shared Lives, or Emergency Duty Team if outside office hours, immediately and confirm in writing, if any of the following occur:

- The death of any Individual
- Any notifiable infectious disease
- Any serious injury, or illness of an Individual

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- Admission to hospital of an Individual
- Any safeguarding concern
- Appoint a suitable person to notify Shared Lives or the Emergency Duty Team in the event of serious injury/illness, hospitalisation or death of Shared Lives Carer.
- Any theft, burglary, fire or accident which affects the Individual.
- Any circumstance where the Individual has refused the provision of a commissioned service.
- Criminal activity by the Individual
- Any complaints/compliments made by an Individual or complaint/compliments made on his/her behalf.
- Any allegation against a Shared Lives Carer or any other person providing support to the Individual at a Shared Lives Carer's home.
- Any criminal conviction of a Shared Lives Carer or member of the household, or family member where they are regularly in contact with the individual.
- Any proposed change of accommodation
- Any change in composition of the household
- Any other changes in circumstances, such as the health, DBS status or new members of a Shared Lives Carer's household
- Any other circumstances that may affect the placement, including changes to a Shared Lives Carer's relationships, new members or new pets with the household (whether on a temporary or permanent basis).

4.38. The Shared Lives Carer will complete the appropriate accident and incident forms immediately. Copies of these forms are provided with the Carer starter pack.

4.39. In addition, the Shared Lives Carer will notify Shared Lives as soon as practicably possible of any proposal to have time away from their role as a Shared Lives Carer.

4.40. Failure to provide any of the above will be dealt with under Clause 13 of this Agreement.

Health Care and Medication

4.41. Adhere to the Local Authority's Medication Policy and Shared Lives procedure: administer, store and record medication as detailed on the About me Plan if required.

4.42. The Shared Lives Carer, as necessary, shall assist Individuals to register with the normal community health facilities including the General Practitioner (GP) and dentist of their choice (assuming the agreement of the GP and the dentist).

4.43. Individuals shall be assisted to visit the GP when required. Depending on the Individual's need they may be dependent upon the Shared Lives Carer to monitor their health and arrange appointments on their behalf.

4.44. The Shared Lives Carer shall assist Individuals to access other medically related services such as chiropodist, optician, occupational therapist, physiotherapist, hospital outpatient as required.

4.45. If an Individual is admitted to hospital, the Shared Lives Carer will ensure, in consultation with Shared Lives, that the person receives support whilst there, such as would be provided by a caring relative in line with Shared Lives' protocol on hospital admissions.

Hospital Admissions

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4.46. If an Individual falls ill suddenly or has an accident, the Shared Lives Carer will seek immediate medical assistance and accompany the Individual to the GP or Emergency Department.

4.47. It is the responsibility of the hospital to ensure that the Individual is adequately supported whilst they are in hospital.

4.48. The Shared Lives Carer would be expected to provide support to the individual whilst in hospital, ensuring they have everything they need during their stay.

4.49. The Shared Lives Carer is required to supply all necessary information regarding the Individual to hospital staff, this must include medication information and the Individuals Health Profile.

4.50. The Shared Lives Carer is required to inform Shared Lives of any admission to hospital. The Shared Lives Carer will maintain links with the Case Manager, individual and hospital to plan for a safe discharge.

Smoking, Vaping, Alcohol and Drugs

4.51. Where a Shared Lives Carer or a member of their family smokes or vapes, they should consider the impact of this on the Individual and discuss with the Individual and Shared Lives service how they will remove any risk of second-hand smoke or vape to others.

4.52. Discussion on whether smoking or Vaping is acceptable or not within a Shared Lives Carer's household should be discussed and agreed as part of the matching process. If a Shared Lives Carer does not smoke/vape but is prepared to provide an arrangement for an Individual who smokes/vapes, such arrangements will be recorded in the Individual Placement Agreement and About Me Plan.

4.53. The Shared Lives Carer will not smoke/vape during any visit by Shared Lives staff, an Individual's Case Manager or any other professional in relation to the placement.

4.54. Information regarding 'house rules' on smoking, vaping or drinking will be given to the Individual as part of the matching process, prior to the placement commencing and recorded in the Individual Placement Agreement.

4.55. The Shared Lives Carer will ensure that, when supporting the Individual, their consumption of alcohol is limited so as they are in full control and able to respond should an emergency arise. If a Shared Lives Carer is found to be under the influence of alcohol while supporting or caring for an Individual, the risks in the situation will be assessed and suitable alternative care arrangement made. In certain circumstances this could result in the immediate end to the placement and an enquiry into the Carers future suitability.

4.56. Any circumstances of where these requirements are not adhered to will be dealt with under clause 13 of this Agreement.

4.57. The illegal use of drugs anywhere within the service will be reported to Shared Lives, who will in turn report it to the Police.

4.58. Where an individual is in a drug recovery programme that involves the use of controlled drugs such as methadone this will need to be under the supervision of an appropriate health professional and detailed in the About Me Plan and Individual Placement Agreement

Transport

4.59. All vehicles owned by a Shared Lives Carer and used for the safe transportation of Individuals must be maintained in a safe state and according to manufacturer's

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recommendations. All vehicles must be properly taxed and insured for business purposes.

4.60. Seat belts or specialist harnesses, complying with legal requirements must be available for all Individuals carried as passengers and every precaution must be taken to ensure that Individuals make use of the belt/harnesses provided.

4.61. All drivers of vehicles used for transporting Individuals must have passed a driving test and possess a valid current driving licence appropriate for the vehicle.

4.62. The Shared Lives Carer will provide transport for the Individual to and from activities and daytime opportunities as agreed in the Care and support Plan and About Me Plan and will be paid mileage where it is confirmed in the Individual's Shared lives Agreement.

Training

4.63. Training requirements will be identified by Shared Lives as part of a training programme which includes all mandatory training and training which is specific to meet a person's needs. Shared Lives will provide training opportunities in a variety of ways – e-learning, face to face, reading material and peer discussion groups. All Shared Lives Carers are required to attend training as specified by the service. Failure to do so may affect their approval status. Consideration of training required and undertaken will form part of Shared Lives Carers supervision and review.

Personal Relationships

4.64. Individuals may wish to form friendships both in their home and outside and the Shared Lives Carer will provide the appropriate help in this process.

4.65. Individuals may wish to form relationships of a more personal and intimate nature. As long as both parties share the same wish, taking into account capacity to consent of both Individuals, then this should be facilitated. Appropriate support and advice should be provided (using where appropriate, external agencies such as sexual health clinics, GP, health colleagues).

4.66. The Shared Lives Carer shall recognise that individuals have the right to enjoy platonic and sexual relationships. Sexual expression may vary in its importance between individuals and should be respected regardless of sexual orientation.

4.67. Individuals also have the right not to engage in sexual relationships and a Shared Lives Carer must protect individuals from sexual harassment. Where it appears that any relationship might be of an abusive nature, this shall be brought to the attention of Shared Lives immediately.

4.68. Where a Shared Lives Carer has any doubts regarding Individual's relationships and/or capacity they must contact Shared Lives for advice.

4.69. Individuals' visitors shall be made welcome to the Individuals' home. Any concerns regarding these visits should be reported to Shared Lives as soon as possible. Any overnight visits must be discussed and agreed between the Shared Lives Carer, the Individual and Shared Lives prior to the visit taking place.

4.70. Individuals shall be enabled to go out with visitors if they wish, with the appropriate level of support where necessary.

4.71. Individuals' rights to refuse to see visitors must be respected and, if requested, the Shared Lives Carer must indicate the Individual's decision to the visitor. The exception relates to Officers of Shared Lives or other professionals.

Behaviours of Concern

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4.72. When faced with episodes of behaviours of concern the Shared Lives Carer shall inform Shared Lives, who will work together, along with other professionals to seek to understand the reasons for the behaviour and ensure that they are offering the Individual sufficient personal support, both practical and emotional.

4.73. The Shared Lives Carer will engage with Shared Lives as to appropriate methods of dealing with significant and/or regular instances of behaviour of concern, including referral to specialist services for advice and support. These specialist services will offer training and guidance in positive behavioural support.

4.74. All episodes of behaviours of concern shall be recorded on an incident form or other agreed method, including details of the situation prior to the episode, those persons present, of the episode itself and the actions taken to deal with it. This will be shared with Shared lives and other relevant professionals.

4.75. The Shared Lives Carer will ensure that an Individual is not subject to physical restraint unless there is an immediate threat to life, or it is prescribed and written up by a health professional as part of a Positive Behaviour plan.

4.76. In no circumstances shall a Shared Lives Carer subject the Individual to any intervention that would be considered unlawful, cruel, unreasonable, or undignified if applied to another adult.

Death of an Individual

4.77. Ideally, an Individual who is dying should be enabled to remain in his/her home if they wish to do so unless there are medical or social reasons that prohibit this. The Shared Lives Carer must be prepared to provide support for an Individual in the final stages of life. The needs of an Individual who is dying, their relatives and other Individuals residing with the Carer must be handled sensitively.

4.78. Shared Lives shall be informed of the Individual's condition who will give appropriate support and advice.

4.79. Arrangements following death will be made by Shared Lives. The next of kin of the deceased Individual has responsibility to ensure that both registration of death and funeral arrangements are made. If there are no relatives willing or able to make these arrangements and underwrite their costs, Shared Lives shall make the necessary arrangements.

4.80. The Shared Lives Carer shall ensure the property of the deceased is protected. Shared Lives shall liaise with the next of kin regarding the removal of the deceased persons personal property.

Personal Financial Management

4.81. Individuals shall be encouraged and assisted to manage their own financial affairs. Where appropriate, terms for dealing with an Individual's financial affairs shall be agreed with the Individual or their duly appointed representative and detailed in the About Me Plan and subject to regular review. In all instances the Shared Lives Carer shall keep full and thorough records (to which Shared Lives shall have access) relating to the Individual's financial transactions. If the Individual requires assistance with the use of cash cards the level of intervention required will be detailed in the About Me Plan and reviewed regularly.

4.82. The Shared Lives Carer may not act as Attorney, Deputy or Appointee in accordance with Service Providers and Responsible Individuals, Wales Regulations 2019.

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4.83. Where an individual has been assessed as lacking capacity to manage their finances the Shared Lives Project Worker will liaise with the Individual's Case Manager to ensure that a Financial Appointee, Attorney, or Deputy is in place.

4.84. The Shared Lives Carer shall assist the Individual to open a Bank or Building Society Account of their choice. The Individual's bank account must not be in a joint name with a Shared Lives Carer. The Individual's money must not be deposited into a Shared Lives Carer's own bank account.

4.85. The Shared Lives Carer shall assist Individuals to manage receipt of benefit payments.

4.86. If requested, the Shared Lives Carer shall arrange for the safekeeping of an Individual's money and valuables and shall maintain a record of deposits and withdrawals, countersigned by the Individual if they have the capacity to do so. The Individual must be allowed easy access to such items.

4.87. Where they are aware, a Shared Lives Carer must notify the Case Manager in advance when the Individual wishes to spend over £250.00 (two hundred and fifty pounds), even when the Individual has the financial wherewithal to spend the amount concerned, unless it is specified that this is not required for that individual. This may have to be done in retrospect if an individual makes an online purchase without prior discussion with the Carer.

4.88. All records regarding the Individual's monies and income shall be open to inspection by the Individual, Case Manager and any other officer of Shared Lives.

4.89. The Shared Lives Carer will not become party to any financial transactions with the Individual without the prior agreement from Shared Lives.

4.90. Any dispute regarding monies due from Individuals shall be referred to Shared Lives.

4.91. The Shared Lives Carer shall not borrow money from the Individual or ask them to enter into any financial transaction or arrangements on their behalf.

4.92. The Shared Lives Carer shall ensure that Individuals are made aware of their responsibilities regarding the safekeeping of his/her valuables and monies and will make the case manager aware of any concerns with regards to this. An inventory shall be kept of Individual's valuables and possessions.

4.93. The Shared Lives Carer or any person connected with them shall not become executors of or witness to an Individual's will or any other legal document.

4.94. The Shared Lives Carer and family members will not accept gifts or money from the Individual or their family, other than small token presents such as those given at birthdays or Christmas. Examples of token gifts include a box of chocolates, a bottle of wine, a bunch of flowers of a price no more than £10. Project workers must be consulted where the Carer intends to support the purchase of a token gift. Any concerns regarding the regularity or nature of a gift should be raised with Shared Lives immediately.

4.95. The Shared Lives Carer will advise the Individual whether their personal items and effects are insured under their home insurance. If not, the Shared Lives Carer will advise and support where necessary to take out an insurance policy to cover them.

Holidays

4.96. Where an Individual is to be included in a family holiday with their long-term Shared Lives Carer, holiday arrangements should be discussed with the Individual, Shared Lives, and the Case Management team. A Holiday Planning Form will need to be completed prior to the holiday being booked. Where an Individual may lack capacity, Shared Lives will liaise with the Case Management team, to agree a decision

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made in his/her best interest. If all agreed, the cost of the holiday should be divided equally between all parties.

4.97. Risk assessments need to be completed where appropriate.

4.98. If an Individual expresses a wish to go on their own holiday, but would require support to do so, the Individual should pay the cost of their own holiday and the cost of the holiday for one long-term Carer to accompany them. In instances where the Individual cannot be supported by the long-term Carer and requires support from another Carer, the Individual should pay the cost of the Carers holiday and the respite allowance rate per night for the duration of the holiday. A Holiday Planning form needs to be completed prior to the holiday being booked and agreed with Shared Lives and the Case Management team. Risk Assessments need to be completed where appropriate.

The Shared Lives Carers Home

The Shared Lives Carer will:

4.99. Be responsible for the maintenance of their home both externally and internally, and for maintaining good decorative order.

4.100. Provide a homely, comfortable, and safe environment, in which an individual has their own private bedroom. The bedroom will have good quality furnishings and fittings, including a bed, wardrobe, chest of drawers, bedside cabinet, and a chair. All bedding, towels, curtains, and carpets will also be provided – unless specifically chosen or required by the individual.

4.101. If an Individual wishes to purchase furniture or furnishings, this should be done with the agreement of Shared Lives. The furniture will move with the Individual on change of placement.

4.102. Ensure that furniture and furnishings provided by them at their home are in a safe and usable condition and comply with the relevant legislative safety provisions including the Furniture and Furnishings (Fire)(Safety) Regulations 1988.

4.103. Keep all gas and electrical equipment which has been provided by them in good and safe working order (including replacing where necessary) and arrange an annual Gas safety check to comply with all legislative safety provision, including (without limitation) the Gas Safety (Installation and Use) Regulations 1998. Appropriate certification will need to be made available for inspection by Shared Lives.

4.104. Provide and maintain in good repair adequate fire/smoke alarm and carbon monoxide detector and replace the same where necessary, in accordance with recommendations.

4.105. Any acts of deliberate damage should be reported to Shared Lives and where appropriate reported to the police. If reported, a crime number must be requested and noted. An Individual may be recharged for the cost of the repair by agreement with the case manager.

4.106. Carry out any repairs as a result of damage or neglect to the property, fixtures or fittings.

4.107. Support a representative of Shared Lives to carry out internal and external inspections of their home as part of the annual review.

4.108. Where applicable, ensure that the owner of the property maintains buildings insurance for the home to an adequate level of cover and shall produce evidence of such cover to Shared Lives as part of the approval and annual review process.

4.109. If emergency repairs are required on their home, the Shared Lives Carer should ensure these are done in a timely manner.

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4.110. At all times comply with all statutes, regulations, by laws and other requirements relating to fire precautions and means of escape in the event of fire.

4.111. Have in place a 'fire plan' that ensures all people are acquainted with the procedures to be followed in case of fire – support required will be detailed in the individuals About Me Plan.

4.112. Ensure that an external assembly point is identified and is explained to and understood by all members of the household.

4.113. Ensure that all escape routes are known, unobstructed and free from trip hazards.

4.114. Know the means of raising the alarm in the event of fire.

4.115. Know how to call the fire brigade in the event of fire.

4.116. Be responsible for the installation and servicing of any smoke detectors as required and instructed by the manufacturer.

4.117. Regularly check that fire appliances are in good working order, including smoke and carbon monoxide detectors.

Meals and Refreshments

The Shared Lives Carer will:

4.118. Provide all meals or access to cooking facilities and refreshments for Individuals.

4.119. Individuals are expected to purchase their own meals and refreshments when eating out or attending social events.

4.120. Where there is an agreement in place for a Carer to provide additional support sessions Individuals will pay for their own meals and refreshments. The individual Placement Agreement will stipulate whether it is deemed appropriate for the individual to also pay for the meal/snack of the Shared Lives Carer.

Move-On

4.121. The Shared Lives Carer will actively support an Individual who wishes to move on or is no longer able to live in the placement for whatever reason. The Shared Lives Carer will work with Shared Lives and others to promote move-on and facilitate this process.

5. Responsibilities of Shared Lives

General

Shared Lives shall:

5.1. Provide services that comply with Adult Placement Service Regulations (Wales) 2019 and ensure that through training and explanation, the Shared Lives Carer understands and fulfils their responsibilities to be compliant with them.

5.2. Assess the ongoing fitness, integrity, and good character of Shared Lives Carer.

5.3. Undertake Disclosure and Barring Service checks and updates on Shared Lives Carers and any member of the household aged 16 years and over.

5.4. Ensure the Shared Lives Carer has access to Shared Lives Statement of Purpose, Policies and Procedures, and endeavour to ensure that, through training and explanation, they are understood by the Shared Lives Carer.

5.5. Provide, where requested, accessible versions of Shared Lives aim, values, and policies and procedures to Individuals placed with the Shared Lives Carer.

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- 5.6. Ensure that, through training and explanation, the Shared Lives Carer understands and fulfils their legal responsibilities to provide services that ensure the health, safety, and wellbeing of Individuals.
- 5.7. Allocate a named project worker to each Shared Live Carer who will be responsible for their ongoing support and monitoring the services provided.
- 5.8. Ensure that the Shared Lives Carer has the skills and knowledge to meet the changing needs of the Individual through the provision of ongoing training as required.
- 5.9. Endeavour to identify any specialist services required to meet the Individual's needs are available and ensure the Shared Lives Carer has ongoing access to any relevant advice and information.
- 5.10. Ensure that any identified unmet needs of the Individual are brought to the attention of the relevant professionals.
- 5.11. Officers of Shared Lives will be available during working hours (or by prior arrangement outside of these hours).
- 5.12. Provide the Shared Lives Carer with clear information about emergency and out of hours support.
- 5.13. Undertake an annual inspection of the home, including an assessment of any pets in the household.
- 5.14. Provide liability insurance.

Placements

Shared Lives will:

- 5.15. Undertake a thorough matching process following receipt of documentation, including a risk assessment, following a meeting with the Individual.
- 5.16. Facilitate and liaise with the appropriate Case Manager for the introduction of the Individual to the Shared Lives Carer and their household/family, the completion of an Individual's About Me Plan, the contracting and review of any placement provided by Shared Lives Carer.
- 5.17. Prior to a planned placement, provide the Shared Lives Carer with an up-to-date Care and Support Plan, About Me Plan and Risk Assessment outlining the assessed needs of the Individual.
- 5.18. Ensure that the Individual Placement Agreement has been agreed by all parties prior to the beginning of each planned placement and agreement confirmed either in writing or by e mail.
- 5.19. When a placement ends Shared Lives, will work with Carers, Individuals and others to ensure the removal of all belongings within 28 days of a placement ending. Carers will be supported by their allocated Project Worker to review and de-brief at the end of placements. Consideration will be given for future placements and what worked well or not so well.

Emergency Placements

Shared Lives will:

- 5.20. Provide the Shared Lives Carer with all relevant information about an Individual's needs prior to any emergency placement.
- 5.21. Ensure that an emergency referral form has been received before the start of an emergency placement.
- 5.22. Ensure that risks or potential risks to the Individual, Shared Lives Carer and/or Shared Lives Carer's family are identified by the referring team.
- 5.23. Ensure that the Individual is known to the referring team, who will provide information that supports the placement of the Individual in a Shared Lives Placement.

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5.24. Ensure the Individual Placement Agreement is completed within 5 working days of the start of the emergency placement. If the placement is to continue beyond 5 working days an About Me Plan must be completed.

5.25. Ensure that Emergency Placements are reviewed and assessed weekly to determine whether this will become a permanent placement.

6. Support and Monitoring Visits

6.1. The Shared Lives Carer will engage with regular support and monitoring visits undertaken by Shared Lives officers and will allow access to their home at all reasonable times.

6.2. Shared Lives will conduct regular monitoring visits, throughout the year, these will also include visits which may be made unannounced.

6.3. Unannounced visits will take place between the hours of 8am and 10pm, unless the Shared Lives Carer has been informed otherwise by Shared Lives.

7. Placement and About Me Plan Reviews

7.1. Shared Lives will ensure that long term and additional support placements are reviewed one month after commencement followed by a review at six-month intervals. Short term placements will be reviewed during or after the placement has taken place, unless it is agreed that more frequent reviews are required. For Long Term placements there will be at least one review held between Shared Lives and Individual only.

7.2. The About Me Plan will be reviewed where any changes are identified, or short-term placements taking place. Reviews will need to take place on a quarterly basis to comply with Adult Placement Service Regulations (2019).

8. Shared Lives Carer Review and Supervision

8.1. The supervision will consider how the Shared Lives Carer is meeting their obligations under this Agreement.

8.2. Shared Lives will identify and facilitate relevant training for a Shared Lives Carer as part of the Supervision process. Supervision will be provided on a regular basis and will be recorded.

8.3. A Re-approval review of a Shared Lives Carer will be undertaken by Shared Lives every two years as a minimum. The Shared Lives Carer will be required to participate fully in this Reapproval Review.

8.4. Shared Lives will present the Reapproval Review to panel for consideration as to whether the Shared Lives Carer's approval should continue or whether any amendments are required. This will include details of training identified and undertaken by the Shared Lives Carer.

8.5. The Shared Lives Carer will be informed of the panel's recommendation within five working days of the panel taking place. Should the Shared Lives Carer wish to appeal the decision, full details of the grounds of appeal must be made in writing to Shared Lives within 28 days of the date of the panel.

8.6. The appeal will be considered within 10 working days of receipt. The outcome and reasons for the decision will be sent to the Shared Lives Carer within a further five working days. There will be no further grounds of appeal to the decision made.

9. Respite

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- 9.1. The Shared Lives Carer providing a Long-Term placement will be entitled to an agreed amount of respite per year (pro rata if the placement begins after the start of that year). The agreed amount will be detailed in the Placement Agreement.
- 9.2. Shared Lives will identify an alternative placement for the Individual during the agreed break.
- 9.3. Respite requests should be submitted by the Shared Lives Carer to the Shared Lives service with no less than three months' advance notice. Any request received with less than three months' notice will be considered but a guarantee of acceptance is not given. Respite requests must be made in writing including the start and end date and total number of nights that respite is required for.
- 9.4. Respite allowances cannot be carried forward into the next financial year.
- 9.5. A Shared Lives Carer who provides Respite is required to inform Shared Lives when they are unavailable to provide a Respite service.

10. Payments

- 10.1. The Shared Lives Carer will complete time sheets for Respite, Emergency Respite and Additional Support, which will be submitted by deadlines informed to them by Shared Lives. Late submissions will not be paid until the next payment run. Timesheets that are submitted more than two months after the date of the support being given will not be paid.
- 10.2. The weekly allowance in all cases other than Additional Support, includes the following items in relation to the Individual:
- 24-hour care and support, meals, drinks, snacks, etc
 - Laundry
 - Telephone
 - Broadband
 - Agreement to pay any mileage needs to be detailed in the Individual Placement Agreement.
 - Furniture as stated in the Individual Placement Agreement
 - Bedding, towels, curtains, and carpets.
- This list is not exhaustive.
- 10.3. Mileage for Additional Support will only be paid once the Individual is at the Shared Lives Carer's house that is providing the Additional Support. The only exception to this will be in cases where no other transport is available, and the Shared Lives Carer must collect the Individual from the Individual's home.
- Shared Lives will:
- 10.4. Provide written confirmation to the Shared Lives Carer in the Individual Placement Agreement of the support to be provided for the Individual receiving a service, and any costs to be paid to Shared Lives Carer to cover any additional services or expenses incurred.
- 10.5. Provide information about how and when fees are to be paid.
- 10.6. Process timesheets.
- 10.7. Provide support to Shared Lives Carer in receiving the fees that they are due, should there be any delay or difficulty.
- 10.8. The Shared Lives service will invoice the Shared Lives Carer for any overpayments of Shared Lives fees as soon as the overpayment is identified.
- 10.9. Payments for vacant placements will be made as follows.

Circumstance	Placement Type	Payment Due
Individual leaves placement	Long Term and Short-Term	100% of standard weekly fee for a

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	Placements (with or without notice)	period of up to 28 days - please see 12.3 below in respect of move on and hospitalization.
	Emergency Placement	Payment up to and including the day the placement is vacated.
	Respite Placement	Payment up to and including the day the placement is vacated.
Death of Individual	Long Term and Short-Term Placements	100% of the standard weekly fee for a maximum of 28 days.
	Emergency Placement	Payment up to and including the day of death.
	Respite Placement	Payment at the discretion of Shared Lives service
Removal of Individual from placement for safety of Shared Lives Carer (Individual not returning to placement)	Long Term and Short-Term Placements	100% of the standard weekly fee for a maximum of 28 days.
	Emergency Placement	Payment up to and including the day the placement is vacated.
	Respite Placement	Payment up to and including the day the placement is vacated.
Removal of Individual from placement due to Safeguarding concerns (whether relating to Shared Lives Carer or not)	Long Term and Short-Term Placements	100% of the standard weekly fee for a maximum of 28 days; 50% of weekly fee thereafter until a decision regarding the continuation of the placement is made.
		If a decision is made to end the placement before 28 days has elapsed, 100% of the weekly fee will be paid for the remainder of the notice period.
	Emergency Placement	Payment up to and including the day the placement is vacated.
	Respite Placement	Payment up to and including the day the placement is vacated.
Removal of Individual due to actions of Shared Lives Carer.	Long Term and Short-Term Placements.	Weekly fee will stop immediately from day Individual leaves the placement.
Admission of the Individual to hospital	Long Term and Short-Term Placements	100% of the standard weekly fee for a maximum of 4 weeks; 50% of standard weekly fee thereafter until a decision regarding the continuation of the placement is

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	Emergency Placement	made. Payment up to and including the day the placement is vacated.
	Respite Placement	Payment up to and including the day the placement is vacated.
Shared Lives Carer illness	Long Term and Short-Term Placements	Respite allowance to be utilized in first instance. If no allowance is available, payment will be made at the discretion of the service.
	Emergency Placement	Payment up to and including the day the placement is unavailable.
	Respite Placement	Payment up to and including the day the placement is unavailable.
Placement cancelled with less than 24 hours' notice from Shared Lives Carer.	Respite and Day Support	No payment.
Placement cancelled with less than 24 hours' notice from the Individual or other person/agency.	Respite and Day Support	Payment at the discretion of Shared Lives Service.

10.10. When the Individual has been in hospital for two months, a Shared Lives Officer will undertake an assessment of the future care needs of the individual. If it is deemed by Shared Lives that the Individual will be returning to placement the standard weekly fee will remain unchanged from Clause 10.9 above. If the decision is that the Individual is unable to return to placement, a notice period will not apply.

11. Complaints

11.1. The Shared Lives Carer will contact the Registered Manager if they believe the service has breached any of their responsibilities as laid out in the agreement.

11.2. Shared Lives Registered Manager will respond promptly to any complaints by the Shared Lives Carer.

12. Notice

12.1. For Long Term Placements and Short-Term Placements, the Shared Lives Carer will give 28 days' notice in writing to Shared Lives, if they intend to withdraw from the Scheme. Fourteen days' notice in writing is required for day support and respite placements.

12.2. Shared Lives will give the Shared Lives Carer 28 days' notice in writing of intention to end the Shared Lives Carer Agreement. Shared Lives must put the reasons for ending the Carer Agreement in writing and must give the Shared Lives Carer details of the process by which they can appeal the decision.

12.3. In cases of move-on or hospitalisation where there are prolonged discussions and plans in place, the above notice periods do not apply and the end date for placement will be the decision date. Payment will be made up to and including the day the individual leaves the placement.

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12.4. In cases of safeguarding concerns, the placement may end immediately but the fees stated in clause 10 will apply.

13. Breaches of Agreement

13.1. Shared Lives will investigate any alleged breaches of the Carer Agreement by the Shared Lives Carer, in relation to following Shared Lives policies and procedures.

13.2. Where appropriate, the investigation will also include the Care Inspectorate for Wales, the Commissioning Team and/or the Adult Safeguarding Team.

13.3. In the event of an allegation of a serious breach of this Agreement, Shared Lives will suspend any existing placements. This will be in accordance with Wales Safeguarding Procedures and the Social Services and Well-being (Wales) Act 2014 where the Individual's safety or well-being is deemed to be at risk.

13.4. If a Long-Term Placement or Short-Term Placement is suspended whilst the allegation is investigated in accordance with Wales Safeguarding Procedures and the Social Services and Well-being (Wales) Act 2014, placement fees will be paid at the rates detailed in clause 10.9, until the investigation has been completed and it has been demonstrated that there has been a serious breach of this Agreement.

13.5. Failure of the Shared Lives Carer to adhere to the requirements of clauses 6 and 8 will be deemed to be a breach of the Agreement.

14. Safeguarding

The Shared Lives Carer and all members of the household must be fully aware of the need to protect and safeguard children/young persons and vulnerable adults. The Shared Lives Carer must comply with all requirements of legislation concerning Child and Adult Safeguarding, the Shared Lives Carer must attend safeguarding training to ensure up to date knowledge. The Shared Lives Carer will also notify Shared Lives, the Individual's Case Manager or Duty Officer, and if appropriate Emergency out of Hours outside of office hours if they become aware of any significant event, which could impact on the emotional and physical well-being of a child/young person or vulnerable adult. The Shared Lives Carer and staff also have a duty of care to report child and adult safeguarding concerns to the Responsible Persons. Reporting should be made to Shared Lives and the appropriate Safeguarding Authority for The Vale 01446 700111 and for Bridgend 01656 642477

14.1. The Shared Lives Carer will adhere to the Wales Safeguarding Procedures

14.2. The Shared Lives Carer must download the "Wales Safeguarding App" (which is available via android and Apple) to ensure up to date information relating to safeguarding is readily available.

15. Changing Needs and Circumstances

15.1. It is recognised and agreed by both parties that this contract is based upon the assessed needs of the Individual, the circumstances and environment pertaining at commencement. However, it is equally recognised that these needs and circumstances can change.

15.2. At the point of moving into a property, the person's Care and Support plan will be used to identify the assessed needs of the Individual. If these needs change over a sustained period, Shared Lives will request a reassessment.

15.3. The Shared Lives Carer shall not make any changes to the support hours without the written agreement of Shared Lives. Any changes to support made as a result of an emergency situation in line with Shared Lives procedures will be notified

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on the next working day to Shared Lives for discussion and agreement if the change is permanent.

15.4. Where an Individual is out of the placement for an overnight or extended stay, this visit will be notified on the next working day to Shared Lives.

16. Mental Capacity Act and Deprivation of Liberty Safeguards (DOLS) Liberty Protection Safeguards/LPS

16.1. The Shared Lives Carer shall comply with the provisions of the Mental Capacity Act 2005, the guidance contained within the Mental Capacity Act 2005 Code of Practice and the Mental Capacity (amendment) Bill 2019.

16.2. The Shared Lives Carer shall at no point deprive an individual of his/her liberty without having the necessary authorisation in place.

16.3. Prior to the placement commencing the Individuals Case Manager must assess the Individual's capacity to consent to their care and support and accommodation. Where the Individual lacks capacity to consent to their care and support and would be prevented from leaving a placement (even if they would not try to do so or were not physically able to) then it is the Case Manager's responsibility to make an application to the Court of Protection for a Deprivation of Liberty Authorisation.

16.4. Where a Shared Lives Carer is concerned about an Individual's capacity to make a specific decision about the care and support and accommodation they are receiving, they must contact Shared Lives. Shared Lives will notify the Individuals Case Manager who will arrange for the required Mental Capacity Assessments to take place and if deemed unable to consent to the required restrictions in place (even if the individual does not object) will commence the required Court of Protection application.

16.5. Court of Protection will oversee any disputes or appeals raised by the Relevant Persons Representative RPR).

17. Variations

17.1 No subsequent amendment or variation to this Agreement contract shall take effect unless it is in writing and properly signed by duly authorised signatories of both parties.

17.2 The following unilateral Variations shall where they occur have immediate effect and bind the parties:

17.21 Changes to Shared Lives, the weekly standard fee, additional payment fee or the Services required due to changes in the funding received from the Welsh Government or such other direction as the Welsh Government shall make.

17.22 Changes in legislation.

Name of Shared Lives Carer 1(print):

Signed:

Date:

Name of Shared Lives Carer 2 (print):

Signed:

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Date:

Operational Manager for Adult Services (print):

Signed:

Date:

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SHARED LIVES SERVICE CONTACT DETAILS

Responsible Individual
Linda Woodley Operational Manager for Adult Services Vale of Glamorgan Council Dock Offices Subway Road Barry CF63 4RT Telephone: (01446) 704678 Email: LMWoodley@valeofglamorgan.gov.uk
Authorised Officer Vale of Glamorgan Council
Paul Marchant Shared Lives Registered Manager Vale of Glamorgan Council Hen Goleg College Fields Close Barry CF62 8LF Telephone: (01446) 731105 Email: pmarchant@valeofglamorgan.gov.uk

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