

## Islington Council Shared Lives

### Carer Agreement

This Shared Lives carer agreement outlines the role and responsibilities of the Shared Lives carer in working with the Islington Shared Lives scheme and the role and responsibilities that the Islington Shared Lives scheme has in supporting and working with the Shared Lives carer.

It also sets out the terms and conditions for the Shared Lives carer approved by the Islington Shared Lives scheme.

This is a Shared Lives carer's agreement between **Islington Council Shared Lives** and

.....  
(Name of Shared Lives carer)

### The Shared Lives carer agrees:

1. To work in accordance with the aims and objectives of Islington Shared Lives and its standards of conduct and practice. To ensure the standard of the home and quality of care is in accordance with the guidelines set down by Islington Shared Lives, CQC and best practice guidance issued by Shared Lives Plus. To co-operate with the monitoring of this standard by liaising with Shared Lives workers, CQC inspectors, care managers and service users as required.
2. To provide accommodation and/or support in their own home and as part of their family for the use of the person they are supporting. For long-term and short breaks arrangements there should be a nominated bedroom for the sole use of the person during the stay (unless otherwise agreed in the Service User Plan). All people supported will have access to communal areas in the home including lounge, kitchen and bathroom facilities. In addition, to provide a private environment to enable the person to contact and meet with family, friends and professionals in private if required.
3. To provide supervision, support and care to the person, as agreed in individual service user plans and risk assessment - drawn up by the person, care managers and Shared Lives staff. These service user plans include risk taking policies and specific service user support needs such as agreements on parental/family contact, which carers will be required to adhere to.
4. For long-term & short break arrangements, to provide meals, or access to meals, of nutritional value at least three times a day, plus snacks and beverages, and which take into account religious, cultural and dietary needs.
5. To support any person using Islington Shared Lives to live the life that they want, to be part of the community, to share family life with the Shared Lives carer and to feel

good, stay well and keep safe.

6. To treat the person with respect and dignity and support any person placed into an Islington Shared Lives arrangement to express their views and make choices and decisions independently of the carer.
7. To follow all the Islington Shared Lives written policies and procedures and guidelines copies of which are provided in the Shared Lives Handbook.
8. To promote and protect the health, safety and welfare of any person placed, themselves and others in their household.
9. To receive referrals only through the Islington Shared Lives scheme and to co-operate with the Islington Shared Lives scheme's procedures for matching and introductions.
10. Not to enter into any private arrangements with individuals or their representatives without the prior agreement of the Islington Shared Lives scheme
11. Not to enter into any arrangement with any other Shared Lives scheme or Fostering service without the prior agreement of the Islington Shared Lives scheme.
12. To enter into a Shared Lives arrangement only when they believe that they can meet the person's assessed needs.
13. To work with the person as outlined in their Service User Plan and the Shared Lives arrangement agreement (sometimes known as Placement Agreement)
14. To agree any household routines and household rules with the person prior to any introductions to a new Shared Lives arrangement.
15. To support and enable the person to follow their religious and/or cultural customs.
16. To work in line with any written risk assessment or risk management plan, inform the Islington Shared Lives service of any additional / newly identified risks for the person and work with the Islington Shared Lives service and others to find ways to manage those risks.
17. To support the person as written and agreed in the persons 'Service User Plan' and to identify any change in the needs of the person and bring this to the attention of the Islington Shared Lives worker and/or other relevant professionals.
18. To keep and maintain records about the person, their care and/or support, the safekeeping of their money or valuables and their health needs (including records regarding storage and administration of medication) as appropriate and relevant to the type of Shared Lives service being provided.
19. To co-operate with the Islington Shared Lives scheme and/or any service delegated by them in carrying out health, safety and fire safety checks on their property. Health and safety checks should be reviewed annually and should be done in a way to ensure the safety of all members of the household. Shared Lives carers are required to implement and maintain all health and safety policies and procedures at all times.

20. To keep records about the person in a secure place and to return all these personal records to the Islington Shared Lives scheme when the arrangement comes to an end.
21. Not to disclose any personal information about the person without his/her agreement, or the agreement of the Islington Shared Lives scheme, or being in line with the Islington Council's policies on confidentiality and data protection (which are available on request). This applies regardless of whether the person is in a Shared Lives arrangement, or away from the arrangement, or after the arrangement has ended. Any breaches of confidentiality will be treated as a very serious matter and may lead to the ending of the Shared Lives carer's approval with the Islington Shared Lives scheme.
22. To inform Islington Shared Lives immediately about any allegations or concerns or suspicions about the possibility of abuse or neglect relating to the person and to follow Islington Councils guidance on safeguarding against abuse and neglect.
23. 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. Any incident involving the use of physical restraint must be reported to the Islington Shared Lives service within 24 hours.
24. To follow Islington Shared Lives guidance for handling medicines whenever the Shared Lives 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.
25. Before considering any use of Shared Lives support carers, to discuss and agree these with the Islington Shared Lives scheme. Shared Lives carers must not allow any person who has not been approved and vetted by Islington Shared Lives to provide direct care and support to a person they are responsible for. The Islington Shared Lives scheme must check and approve all Shared Lives support carers before they can be used. Shared Lives carers are not able to directly employ staff, or pay others, to provide care to the person. Support carers are subject to 3-year re-approval and re-vetting. Shared Lives carers remain responsible for ensuring support carers are able and competent to support the person at all times should they choose to use them.
26. If, at any time, support carers are supporting service users over night or for longer than 24 hours to give the scheme prior notice of when, and who, will be supporting the service user and for how long.
27. To work positively, professionally and co-operatively with the person's family and/or representative and with professionals or other people involved in the life of the person. Shared Lives carers approved by Islington Shared Lives are representing the Islington Shared Lives service and Islington Council in all aspects of their role.
28. To engage positively with the regular support, monitoring, review and other visits by any Islington Shared Lives worker, being proactive, flexible and prioritising the required visits and appointments and allowing access to their homes at all reasonable times.

29. To ensure that the scheme has all up to date contact details at all times including landline, mobile phone and email addresses and that any contacts are responded to promptly at all times.
30. Carers are should make every effort to attend the carers quarterly meetings. Every effort will be made to ensure that these are accessible and at a convenient time. Carers should make every effort to attend and inform the service if they are unable.
31. To take up, and actively engage with, any training or learning opportunities provided by the Islington Shared Lives scheme which are designed to meet the Islington Shared Lives carer's individual development needs, any support needs that the person may have and any regulatory requirements. This includes refresher training of key subject areas as agreed within the Islington Shared Lives schemes policies and handbook
32. To take part positively in any reviews concerning the person and in Islington Shared Lives carer reviews.
33. To inform the person about planned visits by the Islington Shared Lives worker and, where appropriate, the Inspector from the CQC.
34. To take part positively in any meetings with the above Inspector(s) who are part of the Islington Shared Lives service's registration and inspection process.
35. To inform the Islington Shared Lives scheme (or Islington Emergency Duty Team (EDT) if outside of normal office hours) within 24 hours of any serious accident or incident involving the person, including:
  - any serious infectious disease in the Shared Lives 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 Shared Lives 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 Shared Lives carer or any other person or against the Islington Shared Lives scheme;
  - any unexplained absence of the person from the Shared Lives carer's home;
  - any formal restraint which may restrict or deprive the person of their liberty
  - the death of the person;

And to confirm any verbal notification in writing as soon as possible (where possible) using the Islington Shared Lives accident and incident form.

Islington Shared Lives has a statutory obligation to notify CQC of any incidents that occur within a Shared Lives arrangement.

36. To inform the Islington Shared Lives scheme as soon as possible, even if they do not have anyone in a Shared Lives arrangement at the time, of:
  - any criminal or civil conviction regarding themselves or any member of the household;

- any proposed change of address;
- any proposed change of accommodation;
- any change in the composition of the household;
- any change in the agreed bedroom to be used by the service user/s;
- any change in personal circumstances that may affect their ability to support the person;
- any proposal to have time away from their caring role
- any changes to work, study or any new additional caring commitments

And to confirm any verbal notification in writing.

37. To maintain insurance cover that meets the requirements of the Shared Lives service. Specifically:

- public liability insurance is provided and maintained by Islington Council for Shared Lives carers that are approved by Islington Shared Lives and for placements made and managed by the Islington scheme.
- household insurance – Islington Shared Lives carers are required to purchase and maintain adequate household insurance that also covers the personal belongings of any service users living, staying or being supported by them and covers them in their role as paid carers with a Shared Lives service. Carers should carefully consider the cover purchased meets their needs and any excess is reasonable - any excess following a claim will always be payable by the carer in all cases.
- motor vehicle insurance – Islington Shared Lives carers are required to hold Class 1 business insurance if service users travel in their family car.

Shared Lives Plus (through a specialist broker) can offer specialist, tailored, insurance to Shared Lives carers who are members. Carers are required to provide evidence of adequate insurance when requested by scheme staff.

38. To fulfil their responsibilities as self-employed people for tax and national insurance purposes. The Islington Shared Lives service can signpost for advice and Shared Lives Plus can provide specialist advice for Shared Lives carers who are members.

39. To take responsibility for checking payments made by Islington Council for any arrangements that they are supporting through Islington Shared Lives and to raise any concerns and/or errors with Islington Shared Lives at the earliest opportunity.

40. To repay any monies, paid in advance of an arrangement taking place that subsequently does not take place for whatever reason. In addition, to repay any monies that may have been paid in error to them even if the error is the fault of Islington Council, Islington Shared Lives or any of its partners.

41. To endeavour to make time for themselves and their family and have regular time apart from the person (when appropriate) whilst always ensuring that the person has adequate, and fully approved, support being provided.

42. To make use of the Islington Council whistleblowing procedure if they have any cause for concern about the conduct or practice of other Shared Lives carers, Islington Shared Lives workers, volunteers or the Islington scheme manager, or

about the way the Islington Shared Lives scheme operates.

43. To make use of the Islington Council complaints procedure if they believe the Islington Shared Lives scheme has breached any of its responsibilities or if they are dissatisfied with any aspect of the scheme.
44. To support and engage with the annual Shared Lives carer review process and 3-year re-approval and re-vetting process. All Islington Shared Lives carers will be subject to routine re-approval and re-vetting (at least) every 3 years. Every circumstance will be taken into consideration including outcomes of DBS checks, medicals, references and training undertaken.
45. To end a Shared Lives arrangement by giving written notice to the Islington Shared Lives service. This notice will not be less than 4 weeks (ideally up to 3 months) except in an emergency, where the arrangement has broken down, or where alternatives have mutually been agreed. Islington Council reserves the right to terminate the arrangement immediately, if necessary, when an arrangement has broken down or if the person is considered to be at risk. If considering ending a Shared Lives arrangement, the Shared Lives carer should start the conversation as soon as possible with the Islington Shared Lives scheme so there is adequate notice to support the person into a new environment in a positive way.
46. To give at least 4 weeks' notice in writing to the Shared Lives scheme if they wish to end this Shared Lives Carers Agreement and their work with the Islington Shared Lives scheme. If the Shared Lives carer is still supporting a person, please refer to point 45 above.
47. Failure to adhere to any of the clauses within this Islington Shared Lives carer agreement may lead to suspension of approval and/or re-presentation to the Shared Lives independent approval panel to consider future approval and future ability to work with the Islington Shared Lives service.

## **The Islington Shared Lives scheme agrees:**

1. To provide Shared Lives carers with written information about the aims and objectives and operation of the Islington Shared Lives scheme and the standards of conduct and practice required of them in their role as an approved Islington Shared Lives carer.
2. To provide a Shared Lives handbook with essential information and reference documents including copies of relevant policies, procedures and guidelines.
3. To offer training to Shared Lives carers so that they understand and can fulfil their legal responsibilities, follow safe working practices and support the person effectively.
4. To allocate a named Shared Lives worker to each Shared Lives carer who will be responsible for their ongoing support and for the monitoring and reviewing of their role.

5. To match people referred to the Islington Shared Lives scheme with appropriate Shared Lives carer(s) and facilitate their introduction to the Shared Lives carer(s) and their household/family.
6. To make sure before the start of a new Shared Lives arrangement that Shared Lives 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.
7. To make sure before the start of a new Shared Lives arrangement that a Service User Plan and Shared Lives Arrangement Agreement (sometimes called Placement Agreement) have been agreed with the person, their family or representative if appropriate, the Social worker/Care Co-ordinator, the Shared Lives carer and the Islington Shared Lives scheme.
8. That emergency arrangements will only be made if there is enough time for the scheme to complete a robust matching process and put in place the required documentation in section 7 above (before the arrangement begins). Shared Lives arrangements are based on a match between a person and a carer and emergency placements made on need or circumstance (rather than a robust match) will usually end in failure and puts at risk any future trust between the Shared Lives carer, the person accessing the care and support and the Islington Shared Lives service.
9. To ensure that Shared Lives carers have the skills and knowledge to meet the changing needs of the person by providing regular support, monitoring visits and reviews as well as training and/or information.
10. To provide ongoing support to the Shared Lives carer(s) and to monitor the Shared Lives arrangement through telephone contact and regular visits at a frequency agreed with the Shared Lives carer (but at least 3 monthly). Unannounced visits may be made to the Shared Lives carers home if there are any concerns about a Shared Lives arrangement, the person, other people in the household or the care or support that the Shared Lives carer is providing.
11. To obtain feedback about the Shared Lives arrangement and the Shared Lives carer's performance from the person and/or their family or representative and from professionals that are involved with the person.
12. To provide the Shared Lives carer(s) with clear information about emergency and out-of-hours support that is available to them.
13. To help the person and/or Shared Lives carer(s) to obtain any specialist support or services required by the person.
14. To make sure that any identified unmet needs of the person are brought to the attention of the relevant professionals.
15. To review the Shared Lives arrangement at least annually as part of the carer review or whenever there are significant changes in the health or circumstances of the person or the Shared Lives carer(s). Carers may request a review of the arrangement prior to any scheduled review meeting. If it is agreed that the arrangement should be terminated, steps will be taken to find an alternative

placement at the earliest opportunity

16. To review the work of the Shared Lives carer at least once a year and to agree an individual learning and development plan for the year ahead, where appropriate.
17. To review and revise the approval status of the Shared Lives carer where agreed and appropriate. Shared Lives carers will be presented to the Islington independent approval panel at least every 3 years for consideration of re-approval.
18. To provide written confirmation to the Shared Lives carer(s) of the fee to be paid for each person that they are supporting and how this payment will be made; what the payment is made up of; how any additional costs will be met; and if and how the fee will be altered for any period when direct support is not being provided by the Shared Lives carer e.g. during short breaks
19. To promptly investigate all concerns or complaints about the Shared Lives carer by following relevant Islington Shared Lives scheme policies and procedures. This includes alleged breaches of standards of conduct or practice, or breaches of the Shared Lives carer agreement, or allegations of abuse or neglect.
20. To follow the Islington multi-agency policy and procedure for safeguarding adults as well as the Islington Shared Lives scheme'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.
21. To ensure that if an allegation of abuse has been made against a Shared Lives carer, the Shared Lives 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 Islington Shared Lives scheme for as long as the allegation is being investigated.
  - If they are a Shared Lives Plus member, the contact information for someone within Shared Lives Plus who can provide information, advice and support during the allegation
22. To facilitate peer support between Shared Lives carers, including meetings and learning and development opportunities; this will include asking Shared Lives carers to share their contact details with other Shared Lives carers in the scheme.
23. To end a Shared Lives arrangement having regard to the needs and wishes of the person placed and where appropriate the Mental Capacity Act and Human Rights Act (right to family life) by giving written notice of at least 4 weeks
24. To end this Shared Lives carers agreement and the Shared Lives carer's work with the Islington Shared Lives scheme after:
  - a review of the Shared Lives carer has been undertaken by the Islington Shared Lives scheme and
  - on advice from the Islington Independent Shared Lives panel and
  - by giving 4 weeks' notice, in writing, to the Shared Lives carer



The Shared Lives carer will be given written information about the reasons for the decision as well as information about how to appeal against this.

I .....

*(Name of Shared Lives carer)*

**have read and understand the Islington Shared Lives carer's agreement the Islington Council Shared Lives scheme and myself**

Signature (Shared Lives carer):

Print Name:

Date:

I .....

*(Name of Islington Shared Lives Manager)*

**on behalf of Islington Council agrees to undertake the Islington Shared Lives scheme's responsibilities outlined in this Shared Lives carers agreement.**

Signature (Shared Lives Manager):

Print Name:

Date:

## **Terminology used in the Shared Lives carer's agreement**

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

**A Shared Lives carer** is a person who, under the terms of this Shared Lives carer agreement provides, or intends to provide, personal care and support. They share their home and their family (and/or community) life and, where necessary, provide accommodation to the person using or living in an Islington Shared Lives arrangement. In Shared Lives day support arrangements, this can be using the home as a base and then visiting the community.

**Shared Lives workers** are individuals employed by the Islington Shared Lives scheme and who have the competencies, qualities and experience needed to carry out the necessary tasks of the scheme including Shared Lives carer recruitment, approval and training; setting up, supporting, monitoring, and reviewing of Islington Shared Lives arrangements.

**Shared Lives scheme manager** is registered with the relevant care regulator and has overall responsibility for the quality and safety of care and support of all Shared Lives arrangements within the Islington Shared Lives scheme. The scheme manager has legal accountability for the final decision on approval of new Islington Shared Lives carers, continuing approval and de-approval of exiting Islington Shared Lives carers.

**Shared Lives schemes** are responsible for recruiting and training Shared Lives carers; matching people with suitable Shared Lives carers; making Shared Lives arrangements and providing ongoing support and monitoring of Shared Lives arrangements. The care they provide is mainly for people aged 18+ and in some cases 16+ where they meet the eligibility for adult services or in Scotland are a supported lodging scheme.

**Shared Lives arrangement agreement** is a written agreement made in relation to each individual Shared Lives arrangement. It is an agreement between the person who will be making use of or living in a Shared Lives arrangement, the Shared Lives carer, the scheme and anyone involved in commissioning the service (care manager, social worker, and family member). The agreement incorporates the responsibilities and expectations of all those involved in the arrangement and includes details of the plan of care for the person using the service. It must be signed by all relevant parties before the commencement of the Shared Lives arrangement.