

THIS AGREEMENT is made on the [DAY], [MONTH], [YEAR].

BETWEEN:

- (1) Shared Lives South West whose registered office is at Suite 3, Zealley House, Greenhill Way, Kingsteignton, Newton Abbot, TQ12 3SB and registered with the Care Quality Commission, registration number: 1-119139324 (the "Scheme"); and
- (2) [1st CARER NAME] [and [2nd CARER NAME] of [address] (the "Shared Lives Carer").

1 Definitions

1.1 Shared Lives Carer

A person who, under the terms of a 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 a Shared Lives arrangement. In Shared Lives day support arrangements, this can be using the home as a base and then visiting the community;

1.2 Shared Lives South West

A charitable Shared Lives scheme since 2004, responsible for recruiting and training Shared Lives Carers, coordinating Shared Lives arrangements, providing ongoing support and monitoring of Shared Lives arrangements.

1.3 Relevant Care Regulator

Care Quality Commission

1.4 Regulated Activity

Personal Care;

Specialisms/services:

- Caring for adults over 65 years
- Caring for adults under 65 years
- Dementia
- Learning disabilities
- Mental health conditions
- Physical disabilities

Cares are registered to support one or more of these client groups

1.5 Regulations

The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014, and other relevant legislation and statutory provisions; together with all applicable standards and codes of practice, supporting statutory provisions or regulations, as applicable to England.

1.6 Registration

The service(s) which the carer is permitted to provide.

1.7 Care and/or Support

The provision of support and assistance with day-to-day activities and/or 'personal care' as defined in the relevant Regulations; to an Individual in accordance with that Individual's Shared Lives Plan

1.8 Care Manager

A social worker, assessing manager or other representative of a local authority or similar organisation, who assesses and identifies the needs of an Individual and commissions and reviews the provision of care and/or support to that Individual with the help of the Scheme, Shared Lives Carer, Individual and Individual's representative.

1.9 Individual

A person who requires care and/or support and who will be or is using/living in the Shared Lives Carer's home

1.10 Registered Manager

The person registered in respect of a Regulated Activity with the Relevant Care Regulator under Chapter 2, of Part 1 of the Health and Social Care Act 2008; as a manager or service provider in respect of that Regulated Activity.

1.11 Leader/Leadership Team

A member of the leadership team of Shared Lives South West, including Team Leader/Registered Manager, Funding and Benefits Leader, Business Leader and Chief Executive Officer.

1.12 Shared Lives Coordinator

An individual who is employed by the Scheme to assist, monitor and support the operation of Shared Lives Arrangements, assess potential Shared Lives Carers and put in place new Shared Lives arrangements.

1.13 Contact(s)

A physical face to face or telephone discussion with a Carer, Individual or related individual, which covers specified topics to a recognised standard, sufficient to provide support and/or monitoring.

1.14 Shared Lives Plan

The support plan which sets out how an Individual's care and/or support needs will be met.
Shared Lives Service Agreement The agreement entered into on or around the commencement of a Shared Lives service by the Shared Lives Carer, the Individual, the Individuals' Representative (if applicable), the relevant Shared Lives Co-ordinator and the Care Manager (if applicable) and/or other representative of a local authority or similar organisation.

1.15 Shared Lives Support Carers

An individual approved as a Shared Lives Support Carer by the Scheme who may provide the Shared Lives Carer with additional support, or substitute for the Shared Lives Carer when he/she is unavailable, in the Shared Lives Carer's home.

1.16 Carer Handbook

An electronic handbook accessed via the Shared Lives South West website. It outlines the values of Shared Lives South West, how the charity is operated and its policies and procedures.

2 About this Agreement

2.1 This agreement forms a contract between Shared Lives South West (us) and you as a Shared Lives Carer. Additional information and guidance about the terms of this agreement and the policies and procedures of Shared Lives South West are given in the Shared Lives South West Carer Handbook. This should be read and understood in conjunction with the agreement. You will work in accordance with the aims and objectives of Shared Lives South West and in compliance of its policies and procedures.

2.2 This agreement sets out the general relationship between you and us. Each separate Shared Lives service provided by you will be documented in a separate agreement and you will be expected to support individuals in the ways agreed in their Shared Lives Agreement and Shared Lives Plan.

2.3 You will provide accommodation, support and care for the person(s) placed with you, in line with the values and principles of Shared Lives South West (as described in your Carer Handbook).

2.4 You will work in line with the Shared Lives Plus Code of Conduct and the Code of Conduct Code of Conduct for Healthcare Support Workers and Adult Social Care Workers

2.5 You will read and comply with all requirements as set out in the Shared Lives South West Carer Handbook. It is your responsibility to familiarise yourself with updates which will be notified to you.

3 Approval Status

3.1 You have been approved as a Shared Lives South West carer, commencing on the date of this agreement.

3.2 You are registered to provide Shared Lives Services for Shared Lives South West as set out in your Letter of registration.

3.3 Any changes to your registration status must be agreed by us. If a change in your registration status is agreed, a variation to your Letter of registration will be sent to you.

3.4 Where this is an agreement for jointly approved carers, all clauses apply equally to all joint carers.

4. Probation

4.1 The first six months of this agreement shall be a probationary period during which time Your performance and suitability for continued approval will be monitored and appraised. We reserve the right to terminate the employment at any time during the probationary period by giving 14 days' notice or 28 days' notice if you are supporting a person in a long term placement.

4.2 We may, at our discretion, extend this probationary period for up to a further six months.

4.3 At the completion of the probation, we will work with you to reflect on the experiences of your probation, agreeing any gaps in training or areas of improvement that will need to be addressed prior to completing probation, at which point the probation may be extended. You will be informed in writing if You have successfully completed Your probationary period. If You do not receive any written confirmation within two weeks of the expected end of Your probationary period, You should assume that Your probationary period continues.

5 Employment Status

5.1 All Shared Lives South West Carers are self-employed. You are not an employee of Shared Lives South West. You should seek advice and information about registering as self-employed with HMRC.

5.2 You will be responsible for the calculation and payment of any taxes due to HMRC as a result of your role as a self-employed Shared Lives Carer, following the HMRC rules specific to Shared Lives Carers; set out on the HMRC website.

5.3 In the event of you becoming bankrupt or entering into a voluntary or compulsory arrangement under the Insolvency Act 1986 or any statutory re-enactment or amendment thereof, you must notify Shared Lives South West immediately.

5.4 We have no obligation to introduce or match any individual with you for the purposes of entering into a Shared Lives Agreement.

5.5 You have no obligation to agree to enter into a Shared Lives Agreement with any individual introduced to you by the Scheme.

5.6 You cannot assign or subcontract this agreement to any other person.

5.7 This Agreement has been put in place to ensure that the Registered Manager's statutory obligations are complied with.

6 Shared Lives Plus Membership

6.1 It is recommended that you become a member of Shared Lives Plus and renew your membership annually. Membership can also provide insurance at reduced premiums should you wish to purchase via this route.

7 Insurance

7.1 You will be required to purchase suitable Carer Public Liability Insurance.

7.2 The policy should provide sufficient cover to insure you to provide share lives services within your own home together with malpractice, professional indemnity, public and products liability, abuse and it must cover any support carers. The amounts of cover may vary and you must therefore check with us for the required amounts. Insurance purchased through Shared Lives Plus will be at the correct levels.

7.3 You will ensure that your household insurer is aware of your role as a Shared Lives carer

and that this does not unduly affect your buildings or contents insurance cover.

7.4 You will ensure that your household contents insurance includes cover for the personal possessions of any individual living or staying with you. The individual is responsible for ensuring that any high value items are separately insured.

7.5 You will ensure that any motor vehicle insurance, where the vehicle may be used to transport the individual, includes cover relating to your role as a Shared Lives Carer (commonly known as Business Class 1). There is additional guidance concerning Motability vehicles within your handbook.

8 Disclosure and Barring Service (DBS) Checks

8.1 You will enable us to undertake an enhanced DBS check as part of the Approval Process and then at least every three years thereafter. You will meet the cost of this.

8.2 Support Carers will also need to undertake an enhanced DBS check which paid for either by you, your Support Carer or from respite funds.

8.3 If anything occurs which would change the outcome of your DBS or that of your Support Carer, you will report this to us immediately. Failure to do so could result in suspension or de-approval.

8.4 Certain convictions or disclosures on your DBS will not be accepted by the Scheme and could be a barrier to continuing as a Shared Lives Carer.

9 Services to be provided

9.1 You will provide accommodation and household services.

9.2 This will include giving permission for the individual(s) to occupy your home under a license agreement, including the rent of a bedroom and access to other areas of the home and the provision of household services. These may also include insurance, meals, cleaning, refurbishment, laundry, heat, light, other utility charges, TV licence, furniture and household equipment, some transport (additional costs may be charged to the individual) and basic household sundries (additional costs may be charged to the individual).

9.3 The arrangement for these services will be determined by a Licence Agreement between you and each individual. The Licence Agreement is standard to all Shared Lives South West services and cannot be altered by you.

9.4 You cannot enter into any other form of tenancy arrangement with any individual.

9.5 You may also be registered to provide support to individuals in the community, where there is no provision of accommodation. This will be set out in your letter of registration.

9.6 You will provide support and care.

9.7 This may include the provision of personal care, emotional support, health care support, assistance with maintaining contact with family and friends, assistance to maintain daily living skills and independence, help with managing money, activities, the management and/or supervision of medication, and any other care and support needs as recognised.

9.8 The arrangements for these services will be agreed and documented in a Shared Lives Agreement and the Shared Lives Plan.

9.9 You can only provide Shared Lives services where those services have been matched, arranged and approved by us. Any direct requests to provide a service from carers, individuals or care commissioners within local authorities or other organisations must be referred to us. Entering into private arrangements to deliver services directly with individuals, care commissioners or other Shared Lives South West Carers will be considered a non-compliance issue and may result in you being suspended or removed from the Shared Lives South West Scheme. It will also invalidate your insurance as a Shared Lives Carer.

10 Accommodation

10.1 You will deliver the service at the address given at the front of this agreement.

10.2 The accommodation available will comply with the requirements as set out in the Shared Lives South West Carer Handbook.

10.3 Accommodation is assessed for suitability and Health and Safety Checks will be undertaken at your assessment and periodically going forward.

10.4 Any changes to the accommodation, such as extensions, will be notified to us in advance.

10.5 Any changes to the room allocated to the person should be notified to the scheme.

10.6 Each individual should have access to their own room. Sharing will only be considered where requested e.g. living as a couple.

11 Moving Home

11.1 If you are planning on moving home, you will notify us in advance; minimum of 28 days before you intend to move.

11.2 Individuals must be consulted in respect of planned moves and the Mental Capacity Act adhered to.

11.3 Funders of the placement will be notified by us of any proposed plan to move.

11.4 Failure to inform us of a move may result in payments to you being suspended or refused.

11.5 A further licence agreement with the individual will be required when you move home.

12 Maximum Number of Individuals Supported

12.1 The maximum number of individuals that can be supported in Shared Lives at any one time is three. Your registration states how many you have been approved to support; which may be fewer than three.

12.2 Some carers are approved to support other individuals through a Just Next Door service. This will be stated in your registration if applicable.

12.3 Where you are also registered with another agency to support people in your home (e.g. fostering) these placements must be agreed with us. We will not unreasonably withhold our agreement in this respect.

13 Payments

13.1 You will be paid for the services you provide at the rates applicable. These are set out in a table which will be provided to you. These fees will vary depending on the needs of the individual you support and the local authority that funds their placement. The rates you will be paid are subject to change, either as a result of changes in the support needs of the individual or contractual changes enforced by the local authority. We will give you as much notice as possible of any change in the rate you are paid.

13.2 Where the individual's needs increase we will request a review of fees with the local authority on your behalf, however will require you to produce evidence to support this request. We cannot guarantee any increase will be agreed.

13.3 We agree to be liable for, and will ensure that you are paid, the full agreed fee from the outset of the service following any introductory period. Should this result in you receiving any more than the full agreed fee, you will be notified by us and you will be required to repay the overpayment either directly or by deduction from future fee payments. In the event of any monies owing not being repaid, we reserve the right to take legal action to recover them. Additionally, if you have used more respite than you are entitled to when a placement ends, this also will be recovered by us. If you do not or cannot repay the monies owed, we may be able to agree some repayment terms with you.

13.4 Long term service fees are paid in line with the applicable payment timetable. Payment will cover a four week period and credited to your elected bank account a week later.

13.5 In some circumstances, some additional expenses may be paid. These will be formally documented as part of the service provided; the amount (if any) and method of payment will form part of the specific agreement for that service. Additional expenses that are not covered by such an agreement may not be paid.

13.6 We will normally review the applicable rent and household costs on an annual basis.

13.7 Care and Support rates are set as part of the scheme's contract with the local authority.

13.8 For short break services we will pay you within two week or at the next available payment date following receipt of your claim form. Claims will need to be submitted within 28 days of the short break being provided; otherwise you may not be able to claim.

13.9 If you have not informed us in advance that you have arranged to offer a short break with whom you are matched, we may not be able to pay you.

13.10 If a short break is cancelled payment will be made in line with our cancellation policy. If you have not informed us in advance that you have arranged to offer a short break with whom you are matched, the Cancellation Policy with not apply and you will not be paid.

13.11 You cannot provide a short break service that has not been processed through us and if it does occur you cannot be paid.

13.12 We will provide you with a written statement of fees paid annually, or upon request.

13.13 Where the payment of mileage costs have been formally agreed, this will be documented in the Shared Lives Plan. A Mileage Agreement will also be completed and you may be asked to complete records of journeys.

13.14 You will record all financial matters relating to each individual including records of any payments made to you by individuals, appointees, benefit agency and us, following our policies and procedures. You will provide us with reasonable access to financial records and information relating to the payment of fees and individuals contributions for any service.

13.15 You will notify us immediately if an individual fails to pay you any agreed contribution. Failure to notify us could mean that we will be unable to recover these payments or make up any shortfall in your fee.

13.16 You will keep us informed of any notification from any benefits agencies.

13.17 Where an individual dies payment will be made to you in accordance with the arrangements agreed with our purchaser. This can be found in your Carer Handbook.

13.18 Where an Individual goes into hospital, payment will be made to you in accordance with the arrangements agreed with our purchaser. This can be found in your Carer Handbook.

13.19 Where a service is suspended, payment for that service will also be suspended. Payment may be reinstated if any service is subsequently recommenced and any suspended payments may be made to you.

13.20 Where a service or carer is suspended, or a Carer is de-approved due to there being a proven allegation of abuse or non-compliance, a period of notice is not required and all payments will cease on the last day of occupation.

13.21 You cannot be an Appointee for an individual nor can you have a Lasting Power of Attorney for Health and Welfare or for Finances.

13.22 You cannot hold Direct Payments for individuals you support through Shared Lives.

14 Use of Support Carers

14.1 You cannot assign or subcontract your responsibility as a Shared Lives Carer to another. However, it is recognised that to sustain a Shared Lives Placement Carers will need support. This support can be provided by Support Carers.

14.2 A Support Carer is anyone who assists you in your role by supporting individuals in your home, (whether alongside you or in your place and regardless of whether they are paid or unpaid).

14.3 Some or all of your Support Carers may be deemed Formal Support Carers and as such will need to be approved by us. You will arrange for your proposed Support Carer to complete an application form and we will interview them. In addition, they will need a DBS paid for by you (or them) and they will need a valid First Aid Certificate and have attended Shared Lives South West Safeguarding Training.

14.4 You will ensure that all Formal Support Carers are covered by appropriate Public Liability Insurance under your own Carer Insurance Policy or within a separate Support Carers Insurance Policy.

14.5 You will work with us to ensure that all Formal Support Carers have signed a Shared Lives South West Support Carer Agreement and support them to comply with the terms of that agreement.

14.6 All Support Carers will need to be registered with us. You will notify us of any changes to your list of Support Carers and only delegate your role and duty of care for your individuals to a person or person's on this list.

14.7 You will notify us about any payments due to Support Carers using respite funds, before the support is given; if you do not, payment may not occur.

15 Support from Shared Lives South West

15.1 We will ensure that you have a named Shared Lives Coordinator (SLC) responsible for supporting you and monitoring services you deliver.

15.2 Your SLC and other members of the Shared Lives South West team will be available to provide you with telephone support and advice during working weekdays. Emergency telephone support will be provided during the daytime at Weekends and Bank Holidays and we will ensure you know how to access appropriate help and support at all other times when the Shared Lives South West office is closed.

15.3 We will communicate with you using a range of communication methods, including but not exclusively email, mail or telephone.

15.4 Where any added cost is incurred for additional or upgraded internet access/packages for

their use, the individual supported pays for this and it is detailed in their plan.

15.5 We will provide a range of opportunities for you to attend 'Information and Support Meetings' with other carers. We will inform you about training and learning opportunities in your area.

15.6 We will support you to maintain and gain any skills, experience and knowledge necessary to meet the needs of the individuals who live with you. Where required, we will provide specific training in order for you to support individuals; for example, epilepsy training.

15.7 We will document your learning and development and monitor progress against these requirements at least annually.

15.8 We will offer you formal and informal opportunities to comment on the services and support offered by Shared Lives South West and to influence the development and operation of the organisation through Carer Surveys and other methods.

16 Support from your Shared Lives Coordinator

16.1 Your Shared Lives Coordinator (SLC) will agree with you annually the number of contacts between us and you. Contact/visits can be made outside of this agreement. Your SLC will do this as soon as practicable.

16.2 Your SLC will meet with each individual at least annually without your presence to discuss the service with them and to monitor the well-being of the individual; unless exceptional circumstances apply.

16.3 Your SLC will contact others involved in the individual's life, to establish if the individual is content with their service and their well-being needs are being met.

16.4 Your SLC will review each service after fifteen weeks to ensure that it is working well, to identify any additional support needs and to review whether the fee level agreed at the outset of the service is appropriate.

16.5 Your SLC will review each service at least once a year, to ensure that the Shared Lives Agreement and Shared Lives Plan remains appropriate, that the individual is content with their service, and that you remain able to meet the individuals support needs and wishes.

16.6 Your SLC will undertake a Carer Appraisal with you on an annual basis.

16.7 Your SLC will introduce potential individuals to you and to your household in a sensitive and appropriate manner and will support you in making decisions about new Shared Lives arrangements in line with the Matching and Placement Policy in the Carers Handbook. Shared Lives arrangement will only be made where a good match is identified between you, the other members of your household (including any current individuals) and the new individuals.

16.8 Your SLC will ensure that you have as much information as possible about an individual before the service begins including personal information and information about risk, and will agree with you what services and support you are required to deliver. This will be clearly documented in a Shared Lives Agreement and Shared Lives Plan

16.9 Your SLC will liaise on your behalf with other services and agencies relevant to the support and well-being of Individuals as appropriate.

17 Expectations of Shared Lives Carers

17.1 You will engage positively in all visits and reviews undertaken by us and allow reasonable access to your home by us for the purpose of ensuring the well-being of the individual and you as the Carer. If you cancel more than three consecutive planned visits this will be treated as a non-compliance issue.

17.2 You will complete all training outlined in the Training and Development Policy within your handbook. Any additional training that has been identified as necessary to successfully support the specific needs of any individual must also be undertaken. Failure to complete all required training in a timely manner could lead to fees being withheld, the suspension of your service, the invalidation of your insurance and your de-approval as a Shared Lives South West Carer.

17.3 You will notify us as soon as possible if you are unable to attend any mandatory training session for which you have booked. We reserve the right to charge you for any training booked but where you failed to attend without due notification.

17.4 You will follow the service's written policies and procedures, as outlined in the Shared Lives South West Carer Handbook.

17.5 You will be aware of any identified risks relevant to any individuals living in your home and inform us of any additional risks to individuals that arise.

17.6 You will inform us immediately of:

- the death, serious accident, injury or illness involving an individual;
- the outbreak of any infectious disease which in the opinion of a registered medical practitioner is "notifiable";
- any unexplained absence of more than 12 hours of an individual from your home;
- if you become unable to meet the support needs of any individual(s) through illness, accident or family circumstances;
- any changes of an Individual's needs, wishes, health or behaviour, so that any changes to the service they require can be assessed, documented and implemented;
- any period longer than 48 hours when you plan to be away from home accompanied by any individuals who live with you;
- any changes to the members of the household as well as any new criminal or civil conviction of yourself, or member of the household;
- any incident which occurs in connection with the service which is reported to, or investigated by the Police;
- any allegation or complaint against you or any other person providing support to an individual at your home;

- any allegation made against any individual living with you;
- any allegation of misconduct by an individual or their representative in relation to you or a member of the family;
- any disputes or major disagreements with other agencies or individuals who provide services or support to an individual or with the relatives of any individuals;
- any theft or burglary within your home; by an unknown or suspected known person including the Individual; whether reported to the police or not;
- any major failure of services to the home (i.e. electricity, water etc.) or any serious damage or disruption that may make it unsafe or undesirable for the Individual to continue living in your home in the short term;
- any changes in circumstances which may have a long term effect on your ability to undertake your role as set in any Shared Lives Agreement which may include taking paid employment outside the home; taking on additional caring responsibilities for family members within the home; and/or the breakdown of a marriage or significant relationship.

17.7 You will inform your Shared Lives Coordinator if you feel you do not have the skills or confidence to carry out particular tasks.

17.8 You will behave in a manner expected of a professional paid carer. This includes and is not limited to full compliance of Human Rights Act 1998 and Equality Act 2010, respecting different cultures, treating people with respect and courtesy. You will not form inappropriate personal relationships with people in Shared Lives services.

17.9 You will be honest, trustworthy, reliable and dependable, and will promote the work of Shared Lives South West through your own good practice.

17.10 You will respect the privacy and dignity of those using a shared lives service. You will work in a lawful, safe and effective manner. This includes not working under the influence of drugs (apart from prescribed medicines) or excessive alcohol.

17.11 You agree to declare anything that might cause a conflict of interest with your work in this service. In the context of ordinary family life, carers can exchange the usual birthday and Christmas presents. You will declare any other gifts or bequests from people in Shared Lives services or their families.

17.12 You will have and regularly monitor an email account, to ensure you can receive urgent and timely communication from us.

17.13 You will electronically access the Shared Lives South West Carer Handbook.

18 Expected Service Outcomes

18.1 As an approved Shared Lives Carer, you will ensure that any service you deliver will meet the Expected Service Outcomes for Individuals;

- Individuals are able to live an ordinary and independent life in their community and be part of the family.
- Individuals are supported to live the kind of life they wish.

- Individuals have their health, safety and well-being supported and developed.
- Individuals have their learning and working lives developed as appropriate.
- Individuals are assisted with their independent living skills.
- Individuals are able to move onto a more independent environment if appropriate.
- Individuals are able to maintain relationships with family and friends.
- Individuals are supported to make decisions about their lives.
- Individuals are supported to take risks as part of an independent lifestyle.
- Individuals are engaged in valued activities.
- Individuals feel safe and protected from abuse.
- Individuals make informed choices and have their views listened to.
- Any other specific outcomes as set out in Individuals Shared Lives Agreement

19 Holidays and Breaks

19.1 It is important that you take breaks from your role as a Shared Lives Carer; respite is a key component of best practice guidance as it helps to keep placements safe and avoid breakdowns. Carers should make themselves familiar with the Respite Policy, found in the Carers Handbook.

19.2 Where the respite system has been funded and implemented by the local authority, Carers are allocated two weeks Shared Lives fees at the contract rates for the local authority responsible for the person using the service in their care. This is known as the Respite Allowance.

19.3 Respite allowances are held and managed by the Funding & Benefits Team through the Respite Database.

19.4 Carers use this allowance throughout the year to pay for suitable alternative arrangements for the support of the individuals whilst they take their break.

19.5 You must notify us at least 5 working days in advance of any period of planned holiday or absence from your role where alternative arrangements for the support of an individual(s) are required. Failure to do so could mean that payments will not be made to yourself and or your Support/Respite Carer.

19.6 As stated in 19.2, the provision of Respite Allowance is an arrangement provided through the schemes' contract with the local authority. In some case, criteria might exist to limit or delay the availability of Respite Allowances, such as linking it the implementation of a banding system.

20 Health & Safety

20.1 You will at all times safeguard the Health and Safety of people placed with you. You will identify and work to reduce any risks within the home environment that may adversely affect their safety and well-being.

20.2 You will notify Shared Lives South West of any Health and Safety concerns that arise.

20.3 You will source, undertake and pay for Emergency First Aid training every three years and provide proof of training to Shared Lives South West as requested.

21 Restraint

21.1 You will only use physical restraint with any individuals as an absolute last resort and where it is the only practical way to keep a individual from harming themselves or others, and only then in line with Shared Lives South West policies and procedures on restraint.

21.2 You will report to Shared Lives South West immediately any incident where physical restraint has been used in any way.

22 Medication

22.1 You will only administer or assist in the administration of individuals' medication in accordance with the requirements set out in the individual's Shared Lives Agreement and in compliance with the Shared Lives South West policy on medication.

22.2 You will undertake the Shared Lives South West required training on medication where you are required to support a individual with their medication.

23 Confidentiality and Data Protection

23.1 You will ensure that all personal data relating to any individual will be kept and used according to the Data Protection Policy of Shared Lives South West.

23.2 You will take all reasonable steps to ensure that all information concerning individuals is treated as confidential.

24 Record Keeping

24.1 You will keep any written records as required by Shared Lives South West in line with Shared Lives South West policies and procedures as set out in the carer handbook together with the Data Protection Act 1988.

25 Safeguarding

25.1 You will undertake Safeguarding Adults training at least every three years.

25.2 If applicable to the placements you are supporting, you may also be required to undertake Safeguarding Children training.

25.3 You will comply with Shared Lives South West policies and procedures in the event of any allegation of abuse or mistreatment made against you or against a third party.

26 Mental Capacity

26.1 You will undertake Mental Capacity Act (MCA) training at least every three years.

26.2 You will comply with Shared Lives South West policies and procedures regarding application of the Mental Capacity Act and Liberty Protection Safeguards.

27 Complaints

27.1 In line with the Health & Social Care Act 2008, Shared Lives South West endeavours to work in an open and transparent way with all who facilitate and use our services. Promoting

a culture that encourages candour, openness and honesty at all levels is an integral part of the Shared Lives ethos. This culture is supported by a number of policies found in the Carer Handbook and including; Complaints, Whistle Blowing, Duty of Candour, Harassment, Restrictive Physical Intervention, Accidents & Incidents to individuals who use Shared Lives services, Carers & Staff and Accident & Incident reporting under Health & Safety requirements.

27.2 If you feel that we have not acted in accordance with this agreement or adequately supported you, you need to raise this matter with your SLC or a Team Leader in line with the complaints policy. We will respond quickly to investigate and resolve any complaints you might make following the procedure.

28 Termination of a Service by a Shared Lives Carer

28.1 You are required to give a minimum of 28 days' notice in writing to us if you wish to resign as a Carer. Where a person is living with you, you are requested to give as much notice as possible to enable appropriate alternative accommodation to be found for the person; but not less than 28 days' notice.

28.2 The notice period will commence on the date of receipt of the written notice letter or email at the Shared Lives South West office.

28.3 Any payments due to you during your notice period will be calculated and confirmed with you in line with the payment notice policy set out in the handbook. Carers who have taken more respite than their entitlement, will have this and any overpayments taken from final payments.

29 Managing Non-Compliance or Performance Issues

29.1 We will endeavour to resolve all issues of non-compliance or performance with you fairly and sensitively and will endeavour to reach a mutually acceptable solution.

29.2 Where you fail to comply with the terms of this agreement or the agreed policies and procedures of Shared Lives South West or any guidance set out in the Carer Handbook, or you are not meeting the required level of performance in your role, this will be raised with you by the SLC and an action plan agreed.

29.3 Where the non-compliance or performance issue remains unresolved or where the action plan has not been implemented by you, the SLC will report the matter to a Registered Manager.

29.4 The Registered Manager will communicate with you in order to resolve the issue and agree a further action plan and timetable for the necessary actions to be taken.

30 Suspension of a Shared Lives Carer or a Carer's Service(s)

30.1 One or all of the services you offer may be suspended for a number of reasons including;

- Where you fail to take the necessary action to address non-compliance or performance issues, as outlined above;
- Where you have failed to provide appropriate insurance cover;
- Where you have failed to complete a DBS application in a timely fashion; renewed every three years;

- where an allegation has been made against you relating to an individual who has (temporarily or permanently) moved out;

You are temporarily unable to safely or appropriately meet the needs of the individual as set out in the Shared Lives Agreement and options are being considered.

30.2 Where you are suspended, pending an investigation, payments to you may be suspended.

30.3 Depending on the outcome of the investigation, we may consider your de-approval from the scheme.

31 De-approval of a Shared Lives Carer

31.1 Situations that might warrant de-approval of a Shared Lives Carer will be presented to a Registered Manager for consideration, who in turn will discuss this with the other Registered Managers before reaching a decision to seek de-approval. Reasons for de-approval include:

- A proven allegation of mistreatment or abuse by a Shared Lives Carer;
- A conclusion that a Shared Lives Carer has not adopted/cannot adopt fit or safe care practices in line with the standard;
- Where there has been a serious breach of any of the agreements under which Shared Lives Carers and placements operate.

31.2 This list is not exhaustive and other situations may arise outside of this list where the organisation feels de-approval is warranted.

31.3 The de-approval process is detailed in the de-approval policy of Shared Lives South West which can be found within your carer handbook. This policy also outlines the Carers right of appeal.

31.4 Depending on the nature of the de-approval, Shared Lives South West might be required to make a barring referral to the Disclosure and Barring Service (DBS).

32 Termination of a Shared Lives Carer Agreement

32.1 This agreement may be terminated where;

- there is no longer any business need for the services you offer and the organisation has no plans to use you as a Shared Lives Carer in the future for this reason;
- it has been clearly identified that no further suitable business can be offered to match the Shared Lives Carers' experience, skills or living situation;
- Where you have been taken through the de-approval process and the recommendation of the Registered Manager endorsed

33 Changes to this Agreement

33.1 Shared Lives South West reserves the right to change and update this agreement as required.

33.2 Should Shared Lives South West lose any contract with a purchasing local authority for the management and provision of Shared Lives Services you will be notified as soon as possible. Should you become registered with any other Shared Lives scheme for the purpose of being an

approved Shared Lives Carer, this agreement will automatically terminate.

34 Declaration

34.1 This agreement supersedes any previous agreement made between us and you.

34.2 By signing this agreement all parties agree to comply with the terms of this agreement.

34.3 All party agrees to notify each other immediately of any circumstance or issue which might affect compliance with this agreement.

34.4 Parties to this Agreement;

Carer (1)

Name:

Signed:

Carer (2, if applicable)

Name :

Signed:

Authorised representative of Shared Lives South West

Name :

Signed: