

# OXFORDSHIRE COUNTY COUNCIL SOCIAL AND COMMUNITY SERVICES DIRECTORATE

## Shared Lives Carer Agreement

This Shared Lives Carer Agreement is an agreement which outlines the partnership between Oxfordshire County Council (the '**Council**') acting by its Social and Community Services Directorate (the '**Directorate**') and the Shared Lives Carer(s) referred to below (the '**Carer**' or '**you/your**') who has been approved by the Directorate. The aim of this agreement is to ensure the highest quality provision of accommodation and/or care and/or support for Service Users in receipt of Shared Lives.

The Director for Social and Community Services is the 'Responsible Person' for the Council's Shared Lives Service ('**SL Service**'), the Health and Social Care Act (2008)

A separate individual placement agreement will be drawn up for each Service User ('**Placement Agreement**').

**The Agreement is between Oxfordshire County Council of County Hall, New Road, Oxford OX1 1ND**

**and** **Shared Lives Carer**

---

**and** **Shared Lives Carer**

---

**of** **(Address)**

---



---

Shared Lives Social Worker is: *[insert name and contact details]*

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

**You agree:**

1. To work in accordance with the aims and objectives of the Shared Lives Service and its standards of conduct and practice.
2. To support the person in the Shared Lives placement (**'Service User'**) to live the life that they want, to be part of the community and to feel good, stay well and keep safe.
3. To treat the Service User with respect and dignity and support them to express their views and make choices and decisions.
4. To follow all the Shared Lives Service's written policies and procedures and guidelines copies of which are provided in the Carers' Handbook.
5. To comply with the Code of Conduct for Social Care Workers.
6. To promote and protect the health, safety and welfare of the Service User, yourself and others in your household.
7. To receive referrals only through the Shared Lives Service and to co-operate with the Shared Lives Service's procedures for matching and introductions.
8. To enter into a Shared Lives placement only when you have been given a comprehensive written needs assessment and Service User Plan for the Service User and believe that you can meet the Service User's assessed needs.
9. To work with the Service User as outlined in their Service User Plan and the Placement Agreement.
10. To explain daily routines and house rules to the Service User when he/she begins a new Shared Lives placement.
11. To enable the Service User to follow their religious and/or cultural customs.
12. To ensure that your home and furnishings are in good condition.
13. To ensure that the Service User:
  - (a) has his/her own room and use of a bathroom if residing or staying overnight;
  - (b) participates in family life as an equal member of your household;
  - (c) has full use of the shared living areas of your home (save for any private rooms, such as bedrooms); and
  - (d) is allowed access to facilities for preparing snacks, drinks etc. at any time.

14. To provide meals of a good quantity and quality, ensuring a balanced diet and taking into account the Service User's preferences and dietary needs.
15. To allow and facilitate visits from the Service User's relatives and friends, Directorate staff, and other professionals at reasonable times and arrange, when necessary, for the provision of a suitable place for the Service User to talk in confidence during visits, whether private or professional.
16. To discharge your responsibilities adequately throughout the period of a placement, and any period of provision of care or support. Consumption of alcohol, medication or other substances which could affect this must remain within limits which enable you to retain full control of the situation at all times.
17. Not to accept gratuities or presents of more than nominal value from Service Users or their families, and you must always inform the Shared Lives Social worker of any such offers or presents.
18. Not to respond to press inquiries without first making contact with the Directorate, and agreeing a joint statement where possible.
19. To replace or make good damage to the Service User's property, if it arises through your or your family's fault (e.g. a dog chewing up shoes).
20. Not to exploit your connection with a Service User. For the purpose of illustrating this point, an example might be that you must not recommend a relative to mend a car or undertake decorating without first discussing the appropriateness of this with your Shared Lives Social worker. Similarly, if providing care in the Service User's home, you should not use the telephone, bring pets, children or other persons in to the home, borrow money or other property, etc, without first discussing and agreeing this with your Shared Lives social worker.
21. Not to enter into private arrangements for providing accommodation or care or support to Service Users. All arrangements for the Service User to visit or stay with you, and vice versa, must be made either through the Shared Lives Social Worker or with the Shared Lives Social worker's prior knowledge.
22. To work in line with any written risk assessment or risk management plan, inform the Shared Lives Social worker of any additional / newly identified risks for the Service User and work with the Shared Lives Social worker and others to find ways to manage those risks.
23. To identify any change in the needs of the Service User and bring this to the attention of the Shared Lives Social worker and/or other relevant professionals.
24. To keep and maintain records about the Service User, their care and/or support, the safekeeping of their money or valuables and of fire safety and other health and safety matters.

25. To keep records about the Service User in a secure place and to return all these personal records to the Shared Lives Service when the placement comes to an end.
26. Not to disclose any information about the Service User without his/her agreement, or the agreement of the Shared Lives Service, or in line with the Shared Lives Service's policy on confidentiality. This applies regardless of whether the Service User is in a Shared Lives placement, or away from the placement, or after the placement has ended. (Breaches of confidentiality will be treated as a very serious matter and may lead to the ending of the Shared Lives Carer's approval.)
27. To inform the Shared Lives Service straight away about any allegations or concerns or suspicions about the possibility of abuse or neglect relating to the Service User and to comply with the Oxfordshire Safeguarding Adults' Board's policies and procedures as amended from time to time.
28. Not to use any form of physical restraint on the Service User unless it is the only means of keeping the Service User or others around him/her safe and is in line with the Shared Lives Service's policy and procedure for Safe Caring and Restraint. Any incident involving the use of physical restraint must be reported to the Shared Lives Service within 24 hours.
29. To follow the Shared Lives Service's policy and procedure for Handling Medicines whenever you are involved in the safe keeping, handling, recording or administering of medicines to a Service User, as well as following individual guidelines contained in the Service User Plan.
30. To work positively and co-operatively with the Service User's family and/or representative and with professionals or other people involved in the life of the Service User.
31. To engage positively with the regular support and monitoring visits by the Shared Lives Social worker, allowing access to your home at all reasonable times.
32. To take up any training or learning opportunities provided by The Shared Lives Service which are designed to meet your individual development needs.
33. To attend, whenever possible, the Shared Lives Carers' team meetings which are an important part of the Directorate's support to Shared Lives Carers.
34. To take part positively in any reviews concerning the Service User and in annual reviews of the Shared Lives Service. Reviews can also be held in the event of a major change of circumstances or a serious complaint or allegation.
35. The reviews will be conducted by a member of the Shared Lives Service and will focus on you generally rather than any specific individual placement. A review will include a visit to your home, and may include contact with other members of your household. The reviews should provide an opportunity to discuss your view of the service offered by the Directorate, your experiences

in specific aspects of caring, your training needs and any grievances you may have. The review will include feedback from Service Users and/or their families. Also included will be the views of relevant professionals and the care managers of all Service Users placed, and the views of the Shared Lives Social worker. The review is an opportunity to consider whether the terms of your approval should be changed or extended. You will have the opportunity to sign the review report, and to add your own comments, and will be given a copy.

36. To inform the Service User about planned visits by the Shared Lives Social worker and, where appropriate, the Inspector from the Care Quality Commission (CQC).
37. To take part positively in any meetings with the above Inspector(s) who are part of the Shared Lives Service's registration and inspection process.
38. To inform the Shared Lives Service (or out-of-hours emergency service) within 24 hours of any serious accident or incident involving the Service User, including:
  - (a) any serious infectious disease in your home;
  - (b) any serious accident or injury or illness of the Service User;
  - (c) any event that may have an adverse effect on the Service User;
  - (d) any theft or burglary in your home;
  - (e) any incident concerning the Service User which is reported to or investigated by the police;
  - (f) any complaint or allegation made by the Service User against you, a member of your household or the Shared Lives Service;
  - (g) any unexplained absence of the Service User from your home;
  - (h) any use of physical restraint on the Service User;
  - (i) the death of the Service User;

and to confirm any verbal notification in writing.

39. To inform the Shared Lives Service immediately (even if you do not have anyone on a placement at the time) of:
  - (a) any arrest, police inquiry, criminal or civil conviction;
  - (b) any proposed change of address;
  - (c) any proposed change of accommodation;
  - (d) any change in the composition of your household;
  - (e) any change in personal circumstances that may affect your ability to support the Service User;
  - (f) any proposal to have time away from your caring role;

and to confirm any verbal notification in writing.

40. To take out and maintain general household and motor vehicle insurance. If you intend to transport service users in your car, you must notify your insurance company of this. For clarification, public liability insurance is maintained by the Council which covers Shared Lives Carers. Claims which

cannot be dealt with either by the Council's insurance policy or by your insurance policy may be considered for an ex gratia payment from the Directorate.

41. To fulfil your responsibilities as self-employed people for tax and national insurance purposes.
42. To make time for yourself and your family and have regular time apart from the Service User, when appropriate.
43. To make use of the Shared Lives Service's whistleblowing procedure if you have any cause for concern about the conduct or practice of other Shared Lives Carers or any employees in the Shared Lives Service, or about the way the Shared Lives Service operates.
44. To make use of the Shared Lives Service's complaints procedure if you believe the Shared Lives Service has breached any of its responsibilities or if you are dissatisfied with any aspect of the Shared Lives Service.
45. To give 28 days' notice in writing to the Shared Lives Service if you wish to end an individual placement or this Agreement and your work with the Shared Lives Service.

**The SHARED LIVES Service agrees:**

1. To provide you with written information about the aims and objectives and operation of the Shared Lives Service and the standards of conduct and practice required.
2. To provide a Carers' Handbook with essential information and reference documents including copies of relevant policies and procedures and guidelines and to make sure through training and explanation that the information is understood and easily found in the Carers' Handbook.
3. To arrange membership to the Shared Lives Plus for you.
4. To provide the Service User who is in a Shared Lives placement with essential information about the Shared Lives Service in a language or format that they can easily understand.
5. To provide information and/or training to you so that you understand and can fulfil your legal responsibilities, follow safe working practices and support the Service User effectively.
6. To make training accessible to you through provision of alternative care for Service Users (when required), in the varied timings of training events, and through the payment of expenses. This will include payment for the time committed to training courses, except when the training course leads to a nationally recognised qualification.
7. To ensure that your Shared Lives Social worker provides you with ongoing support and monitors and reviews your work.
8. To match people referred to the Shared Lives Service with an appropriate Shared Lives Carer and facilitate their introduction to the Shared Lives Carer and their household/family in line with the Shared Lives Service's policies and procedures for Matching and Introductions.
9. To make sure before the start of a new placement that you are provided with comprehensive information about the Service User including a copy of an up-to-date assessment of their needs and wishes and a risk assessment.
10. To make sure before the start of a new placement that a Service User Plan and Placement Agreement have been agreed with the Service User, their family or representative if appropriate, the Care Manager/Care Co-ordinator and you.
11. To provide you with enough information to ensure the safety of Service Users who are new to the service who are placed in an emergency and to ensure your safety and the safety of others in your household. We will make sure that a Placement Agreement and Service User Plan and other documents are provided within 5 working days of placement commencing.

12. To ensure that you have the skills and knowledge to meet the changing needs of the Service User, by providing regular support visits and reviews as well as training and/or information and/or other development opportunities as required.
13. To provide ongoing support to you and to monitor placements through telephone contact and regular visits at a frequency agreed with you (but at least three monthly). Unannounced visits may be made to your home if there are any concerns about a placement, or the care or support that you are providing.
11. To obtain feedback about the arrangement and your work from the Service User and/or their family or representative and from professionals that are involved with the Service User.
12. To provide you with clear information about emergency and out-of-hours support that is available to you.
13. To make sure that you are able to access any specialist training and/or information and/or aids or equipment that you need to carry out your tasks effectively.
14. To help the Service User and/or you to obtain any specialist support or services required by the Service User.
15. To make sure that any identified unmet needs of the Service User are brought to the attention of the relevant professionals.
16. To review the arrangement at least annually or whenever there are significant changes in the health or circumstances of the Service User or you.
17. To review your work and Shared Lives approval status at least once a year, or more often if necessary and to draw up an individual learning and development plan for the year ahead.
18. To provide you with written confirmation of the fee to be paid for each Service User that you are supporting and how this payment will be made; how any additional costs will be met; and whether the fee will be altered for any period when direct support is not being provided by you. Fees (reviewed annually) payable for placements will be determined in accordance with the Shared Lives Service bandings, which are set out in the Carers' Handbook. For long-term placements, fees will continue to be paid in full for up to six weeks if the Service User is absent from the placement, and will be subject to review thereafter.
19. To provide you with support in obtaining the monies that are due, should there be delay or difficulty.



20. If you are providing long-term accommodation and support, to enable you to have regular breaks from your caring role, up to a maximum of 6 weeks per year. Respite cannot be guaranteed, as this is dependent on the needs of the Service User, your needs, and the availability of resources. The amount of respite care will vary according to individual Service Users' circumstances, and will be specified in the Placement Agreement or equivalent documentation. Dates and type of respite provision will be agreed with the Service User.
21. To promptly investigate any and all concerns or complaints about you by following relevant Shared Lives Service policies and procedures. This includes alleged breaches of standards of conduct or practice, or breaches of this Agreement, or allegations of abuse or neglect.
22. To follow the Council's multi-agency policy and procedure for Safeguarding Adults as well as the Shared Lives Service's policy and procedure for this if there are any concerns or allegations or suspicions of abuse or neglect relating to a Service User in a Shared Lives arrangement. All such concerns will be investigated.
23. To ensure that if an allegation of abuse has been made against you, you:
  - (a) are given clear information about the relevant procedures and your right to legal advice and/or other forms of independent advocacy; and
  - (b) continue to receive support from the Shared Lives Service.
24. To facilitate peer support between Shared Lives Carers, including meetings or learning and development opportunities.
25. To end a Shared Lives placement by giving written notice of at least 28 days.
26. To end this Agreement and the Shared Lives Carer's work with the Shared Lives Service after a review of the Shared Lives Carer has been considered and a decision made by the Shared Lives approval Panel and by giving 28 days' notice in writing to you. You will be given written information about the reasons for the decision as well as information about how to appeal against this.

I/We .....  
(Name of Shared Lives Carer(s))

**have read and understand the Carer Agreement between me/us and  
Oxfordshire County Council**

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

Signature (Carer 1): .....

Date: .....

Signature (Carer 2):.....

Date: .....

I .....  
(Unit Manager)

**acting for and on behalf of The Oxfordshire County Council acting by its Social  
& Community Services Directorate**

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

Signature(s): .....

Date: .....