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STATUTORY INSTRUMENTS

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**2004 No. 2071**

**The Adult Placement Schemes (England) Regulations 2004**

**PART 3**

**ADULT PLACEMENTS AND ADULT PLACEMENT CARERS**

**CHAPTER 2**

**ADULT PLACEMENT CARERS**

**Fitness of adult placement carers**

**16.**—(1) The registered provider shall not enter into a carer agreement with an adult placement carer unless the carer is fit to be an adult placement carer.

(2) The registered provider shall terminate a carer agreement in any case where the adult placement carer is not, or is no longer, fit to be an adult placement carer.

(3) A person is not fit to be an adult placement carer unless—

- (a) he is of integrity and good character;
- (b) he is physically and mentally fit to meet his obligations under the agreement;
- (c) he has the skills, competence and experience necessary to meet his obligations under the agreement;
- (d) full and satisfactory information is available in relation to him in respect of the matters specified in Schedule 3;

**Carer agreements**

**17.**—(1) The registered provider shall enter into a written agreement with an adult placement carer (in these Regulations referred to as “the carer agreement”) which complies with the conditions specified in paragraph (2).

(2) The conditions are that the carer agreement—

- (a) defines the respective roles and responsibilities of the registered provider and the adult placement carer;
- (b) sets out the requirements of the adult placement carer’s working practice;
- (c) specifies the insurance cover to be maintained by the adult placement carer which shall include household, public liability and, where appropriate, motor vehicle insurance;
- (d) specifies the procedure to be followed after an allegation of abuse, neglect or other harm has been made;
- (e) specifies that a service user is not to be subject to physical restraint unless restraint of the kind employed is the only practicable means of securing the welfare of that, or another, service user;

- (f) specifies that any allegation of a type mentioned in paragraph (d) of this paragraph or the use of any physical restraint upon a service user is to be reported to the registered person;
  - (g) specifies the circumstances in which an adult placement carer may administer or assist in the administration of a service user's medication; and
  - (h) requires the adult placement carer to notify the registered person within 24 hours of the occurrence of an incident described in paragraph (3), and any such notification which is given orally shall be confirmed in writing.
- (3) The incidents are—
- (a) the death of any service user, including the circumstances of his death;
  - (b) the outbreak of any infectious disease which in the opinion of a registered medical practitioner attending a service user is sufficiently serious to be so notified;
  - (c) any serious injury to a service user;
  - (d) any serious illness of a service user;
  - (e) any event within the placement which adversely affects the well-being or safety of any service user;
  - (f) any theft or burglary within the placement;
  - (g) any incident which—
    - (i) occurs in connection within the placement; and
    - (ii) is reported to, or investigated by, the police;
  - (h) any allegation of misconduct by a service user or their representative in relation to the adult placement carer or a member of his family;
  - (i) any unexplained absence of more than 12 hours of a service user from the adult placement carer's home.

#### **Adult placement carers – training**

18. The registered person shall make arrangements to ensure that an adult placement carer receives appropriate training so as to assist such a carer to continue to meet his obligations under the carer agreement.

#### **Adult placement carer handbook**

19.—(1) The registered person shall prepare an adult placement carer handbook and provide a copy of it to every adult placement carer providing, or intending to provide, a placement for the purposes of the scheme.

- (2) The handbook must include a statement as to—
- (a) the aims and objectives of the scheme as set out in the statement of purpose;
  - (b) the role and responsibilities of adult placement carers;
  - (c) the role and responsibilities of any care manager and any social worker responsible for a service user;
  - (d) the complaints procedure;
  - (e) the procedure for terminating the agreement;
  - (f) the fees payable to the adult placement carer and details of when and by whom such fees will be paid, and the method of payment;
  - (g) any other information that the registered person considers necessary to enable the adult placement carer to meet his obligations under the carer agreement.

- (3) The handbook must also specify—
- (a) the procedure to be followed where an adult placement carer acts as agent for, or receives money from, the service user;
  - (b) the procedure to be followed after an allegation of abuse, neglect or other harm has been made;
  - (c) that a service user is not to be subject to physical restraint unless restraint of the kind employed is the only practicable means of securing the welfare of that, or another, service user;
  - (d) that any allegation of a type mentioned in paragraph (b) of this sub-paragraph or the use of any physical restraint upon a service user is to be reported to the registered person;
  - (e) the circumstances in which an adult placement carer may administer or assist in the administration of a service user's medication;
  - (f) the records to be kept by the adult placement carer in relation to the service user's plan.