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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 1**

**MAKING, MONITORING AND TERMINATION OF PLACEMENTS**

**Making of placements and placement agreements**

**13.**—(1) The registered provider shall not make a placement of a service user with an adult placement carer unless the provider has entered into a written placement agreement with the carer (in these Regulations referred to as “a placement agreement”) which complies with the conditions specified in paragraph (2).

(2) The conditions are—

(a) that—

- (i) the service user or, where appropriate, the service user’s representative; and
- (ii) the placing authority (if any),

are parties to the placement agreement;

- (b) that the placement agreement specifies the number of service users, which shall not in any event exceed 3, that the adult placement carer may have placed with him at any one time under that and any other placement agreement;
- (c) that the placement agreement specifies which elements of the service user’s plan are to be met by the adult placement carer under the scheme;
- (d) that the placement agreement provides that the specification described in sub-paragraph (c) may be amended as a consequence of an amendment to the service user’s plan;
- (e) that the placement agreement provides that it may be amended as a consequence of a review undertaken under regulation 14;
- (f) that, where possible, the placement agreement names an individual who is neither a member of staff of the scheme provider nor the adult placement carer and whose role is to support the service user in expressing his views and wishes in relation to the placement;
- (g) that the placement agreement reflects the obligations of the registered person under regulation 21;
- (h) that the placement agreement specifies the records to be kept by the adult placement carer in relation to the service user’s plan and requires the adult placement carer to keep those records up to date, in good order and in a secure manner, and to return them to the registered provider if the placement is terminated; and
- (i) that the placement agreement specifies—
  - (i) details of the service user’s plan;

- (ii) the room to be occupied by the service user in the adult placement carer’s home;
  - (iii) the fees payable in respect of the placement, details of who is responsible for the payment of those fees, and the method of payment;
  - (iv) the qualifications (if any) and experience of the adult placement carer;
  - (v) the terms and conditions in respect of the accommodation, care or other services to be provided;
  - (vi) suitable arrangements to assist the service user with mobility in the adult placement carer’s home, where required;
  - (vii) the procedure to be followed where an adult placement carer acts as agent for, or receives money from, the service user.
- (3) The registered person shall not make a placement of a service user unless he has—
- (a) ascertained and taken into account the service user’s wishes and feelings; and
  - (b) whenever practicable, provided the service user with comprehensive information and suitable choice as to the placements that may be available to the service user.
- (4) The registered person shall encourage and take suitable steps to enable service users to make decisions with respect to placements.

**Monitoring and review of placements**

- 14.—(1) The registered person shall monitor a placement for the purpose of considering whether the adult placement carer is meeting his obligations under the placement agreement.
- (2) The registered person must review the placement agreement—
- (a) at least once within the first year of the placement;
  - (b) whenever a significant alteration is made to the placement plan; and
  - (c) in any event, within a year of the last review.
- (3) In monitoring and reviewing a placement, the registered person shall seek the views of the service user or, where appropriate, the service user’s representative and the placing authority (if any).

**Termination of placements**

- 15.—(1) Without prejudice to regulation 16(2) (fitness of adult placement carers), the registered provider shall terminate a placement in any case in which the adult placement carer is not complying, or is not reasonably likely to comply, with his obligations under the placement agreement.
- (2) Except in cases of emergency, the registered provider shall not terminate a placement without first consulting—
- (a) the service user to whom the a placement relates, or any person acting on behalf of the service user; and
  - (b) where relevant, the placing authority.

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.

### **CHAPTER 3**

#### **SERVICE USER'S PLAN**

#### **Service user's plan**

**20.—(1)** The registered person shall not make a placement of a service user unless —

- (a) an assessment of the needs of the service user in respect of his health and welfare has been undertaken; and
  - (b) a written plan (“the service user’s plan”) has been produced for the purposes of the placement indicating how those needs are to be met.
- (2) If it has not been practicable to comply with paragraph (1) prior to the commencement of a placement, the registered person shall comply with sub-paragraphs (a) and (b) of paragraph (1) as soon as reasonably practicable after the commencement of a placement.
- (3) The registered person shall keep the service user’s plan under review and amend it as appropriate.
- (4) In producing or amending a service user’s plan, the registered person shall—
- (a) ensure the service user’s plan is consistent with any care plan for the service user produced by or on behalf of a public authority;
  - (b) consult the service user or, where appropriate, his representative and any placing authority, care manager or social worker responsible for the service user.
- (5) The registered person shall make the service user’s plan available to the service user or his representative.