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STATUTORY RULES OF NORTHERN IRELAND

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**2007 No. 221**

**The Adult Placement Agencies  
Regulations (Northern Ireland) 2007**

**ADULT PLACEMENT CARERS**

**Carer agreements**

**16.—(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 within 3 days of the oral report.

(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 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 care, health, welfare 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 his 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.