

COMPETENCIES



SCOPE

This guideline applies to Australian service providers, support workers, funders, Clients and carers, whereby agreement has been reached between the service provider and the Client, carer or funder for a support worker to deliver services in the Client's home.

DISCLAIMER

This guideline is provided to help guide best practice in the disability, aged care and community support industry. This information does not in any way replace legislative, regulatory, or contractual requirements. Users of this document should seek appropriate expert advice in relation to their circumstances. ACIA does not accept any liability on the use of this guideline.

PURPOSE

This guideline is to assist service providers, support workers, Clients, carers, stakeholders and funders regarding their responsibilities in protecting Client belongings, money and household items while delivering a community support or service and where the liability lies in instances of damage to Client belongings or household items.

DESIRED OUTCOME

- Clients belongings and household items are protected and remain intact.
- Service providers, Clients, carers and support workers understand their responsibilities in regard to the protection of Client belongings, money and household items, and liability in the event of damage to belongings and household items.
- Services are only delivered per the agreed and documented Plan and relevant agreement.

BACKGROUND

- In the course of delivering a service a support worker may subject to agreement by both the service provider and the Client/carer be required to use, touch or access Client belongings, money or household items.
- While Clients/carers are encouraged to put valuable or treasured items and money away during service delivery, there are times this is not possible or not the decision taken by Clients/carers. In these instances, clarification is required on the responsibilities and liabilities of all parties.
- As Client involvement and service direction has increased it is imperative to involve the Client in all aspects of the service delivery and the direction of their services to their ability. It is further acknowledged that dignity of risk is an important part of this choice and control.

DEFINITIONS & SUPPORTING INFORMATION

Support Worker - A paid person who assists people to perform tasks of daily living so as to participate in social, family and community activities in the person's home and their community. Support Workers have been commonly known in the past as attendant care worker, disability worker, aged care worker, community worker, homecare worker, care worker or paid carer.

Service Provider - Organisation or person accountable for the delivery of supports to Clients.

Carer - a person that provides supports to the Client at no cost (generally family or friend).

Support Worker Competency - trained and assessed as competent by a Registered Nurse or a person deemed competent by the provider to safely and appropriately perform a specified task as a support worker.

Client means the service user, participant, user, care recipient, consumer or person receiving the nursing or support services. As client involvement and service direction has increased it is imperative to involve the client in all aspects of the service delivery and the direction of their services to their ability.

Plan means a Service Plan, Support Plan or Individual Plan (however titled – the plan) is a document developed in response to a request for service. It is developed by a Registered Nurse or a person deemed competent by the provider from the service provider, prior to the commencement of service delivery. It outlines the expected outcomes of the requested care/services and the tasks, duties and interventions required to meet the care and service needs of the client (within the parameters of the funding program). The plan guides and directs the individual support worker or Registered Nurse in their day-to-day delivery of the services.

Funder is the organisation that is funding the service provision (e.g. Government department)

Service Agreement is signed by both the Client/family and the provider where agreed actions or responsibilities are applied.

GUIDELINE

This guideline sets out best practice for protecting Clients belongings, money and household items and seeks to clarify responsibilities in instances of breakage or damage.

ACIA suggests service providers adopt the following guideline when negotiating service delivery Agreements/Plans with Clients/carers and support workers.

While delivering services in a Client's home, support workers may be required to touch, access or use a Client's property. For example, dusting ornaments, using the Client's vacuum cleaner as part of a domestic assistance service.

While all due care is taken, it is suggested Clients/carers move valuable or treasured items they do not want touched or accessed to a safe place during service delivery and/or direct support workers NOT to touch these items.

If a Client/carer elects to have support workers access valuable/treasured items, the Client/carer will own that risk (the service provider will document).

It is also suggested money should be out of sight whenever an outsider visits the Client's home. Unless documented in the Plan or Agreement, money handling on behalf of the Client should NOT occur.

Clients/carers should not provide support workers with:

- Their banking details
- Blank cheques
- PIN number or Key Card

If Clients/carers want support workers to purchase items or handle money - this will be documented in the Plan and the appropriate forms will be left in the home to be completed on every occasion of money handling.

Breakages or Damage

If items are purchased or owned by the Client/carer they remain the responsibility of that Client/carer.

The service provider does NOT insure Client households against breakage or loss and does NOT accept responsibility for breakages or loss.

In the event of accidental damage to Client property/belongings by a support worker during service delivery, it is the Client's responsibility to pay for repairs/replacement or any insurance excess where Home and Contents Insurance is in place

In the event of deliberate/malicious damage caused to Client property/belongings by a support worker, the support worker will be responsible for paying any costs/insurance excess for repairs or replacement

When the support worker is liable, the service provider, the Client/carer or property owner and support worker will negotiate the method and timeframe of payment. If a support worker cannot afford the full payment at once, the service provider may elect to make the payment and set up a repayment arrangement with the support worker. Any such negotiations are at the discretion of the service provider.

Where Client/carer owned equipment used in service delivery needs to be replaced due to age or general wear and tear, e.g. a vacuum cleaner, it is the Client/carer's responsibility to pay for and organise replacement.

Shared Support Living – Communal Items

The service provider is NOT responsible for the purchases or ownership of furniture or household items etc. in shared supported living arrangements unless documented and agreed with the funder.

It is the responsibility of the funder who has supplied the furniture or household items to negotiate with the Client/s regarding any repairs/replacements of these items.

The service provider should ensure that:

- All responsibilities regarding protection of Client belongings are explained to the Client/carer and outlined in the Plan/Agreement
- The support worker understands their responsibilities regarding Client property, money and belongings and carries out their duties as per the agreed Plan only
- Any instances where the Client/carer elects to have support workers access valuable/treasured items or handle money are documented

R E S O U R C E D O C U M E N T S

- ACIA Guidelines 002 – Provision of Paid Support Services and Nursing in the Community
- Australian Community Industry Standard
- NDIS Standard