

## Contract

Shared Lives South West services is supplied under the terms of a contract between Shared Lives South West and the local authority/trust. This guidance constitutes a summary of the terms and conditions in that contract, and how a Shared Lives service works in practice. The information is published to support care workers to use the services of SLSW and get funding approval from funding panels.

## Working through a scheme

Shared Lives services can only be provided through a Shared Lives scheme that is registered with CQC and cannot be arranged directly between the authority/trust and a SLSW Carer. If the service is not arranged through and monitored by a registered Shared Lives scheme, the service would not be deemed to be a Shared Lives arrangement by CQC and the SLSW Carer would not be insured or supported through Shared Lives. The SLSW Carer would be required to individually register the service with CQC as domiciliary care or a residential care home.

## Access to other services

Shared Lives is a community based support service and is neither residential care nor supported living.

It is a unique service type. A Shared Lives service is not intended to be a 24/7 service to the exclusion of other forms of support (as per the Local Government Ombudsman ruling re Mr and Mrs D V Lancashire Council, February 2015). Any service in Shared Lives has the right to receive other support services alongside Shared Lives.

## Suspension, termination and notice

If the service is terminated by the authority/trust 28

days notice will be required and payment of 100% of the gross cost of the service for 28 days will be due from your authority/trust.

SLSW can terminate the service by giving 28 days notice to your authority/trust except where the service is no longer safe or viable for the person using SLSW services or the SLSW Carer, in which case SLSW can terminate the service with immediate effect. These are contractual terms.

If a service is suspended e.g. during a safeguarding investigation, and the person using the service temporarily leaves, SISW will be paid as normal during the investigation.

If the safeguarding investigation determines that there are no concerns about the actions of a SLSW Carer, but the service user does not return, your authority/trust will be liable to pay the full 28 days notice to SLSW. If the investigation demonstrates inadequate or negligent care by the SLSW Carer then payment will be deemed to have ceased on the day the person using the service left. SLSW will use best efforts to recover and reimburse any over payment to a SLSW Carer in that event.

## Breakdown of costs

The organisational charge within the total cost of a long-term Shared Lives service is fixed at £99.83 ex VAT per week. This is agreed through the procurement process and is non-negotiable. Prices may be subject to annual review with relation to inflationary increases in fees, as agreed with your authority/trust.

## Alternative accommodation and support

If a Shared Lives service is stopped, the licence agreement between the person using our services

and the SLSW Carer is also automatically terminated and the person using the service has no right to continue to occupy the home of the SLSW Carer.

In the event of a service breakdown where immediate notice has been given, your authority/trust is contractually obliged to find suitable alternative accommodation and support for the person in a timely and sensitive manner and to support them to move from the SLSW Carer's house. Whilst SLSW aims to be as supportive as possible, it has a duty to the SLSW Carer to support them in removing a person using our services from their own home if they refuse to leave.

## **Financial assessment and Charging**

For long term services only, SLSW is commissioned to undertake a financial assessment and charging calculation on behalf of the local authority/trust under the terms of our contract with the local authority, using the local authority's/trust's agreed charging policy.

Your local authority is obliged to inform SLSW of its charging formula in sufficient detail. Any over or under charging as a result of a failure to inform SLSW becomes the liability of the local authority/trust.

Where a financial contribution from the person using our services has been assessed as due, SLSW will collect this contribution and will charge the local authority/trust the net amount for the service.

The total net cost of the service to the local authority/trust may thus be reduced.

For short break and day services the local authority/trust is responsible for any financial assessment to ascertain the service user contribution. If the local authority/trust notifies SLSW of the contribution of the person using our services, SLSW will then collect the contributions of the person using our services and invoice the purchaser the net amount of the price payable. Changes to assessments must also be notified.

Failure to notify SLSW of any contributions of the person using our services will result in the purchaser being invoiced at the gross price. SLSW will not be responsible for collecting any arrears of contributions of the person using our service that are due.

## **Appointees**

Where the person using the services requires an appointee to handle the claiming and management of benefit income, these arrangements will need to be agreed when setting up the service. The service user has a number of options: dependent on the outcome of a financial capacity assessment.

- The person using the services manages this for themselves
- The person using the services has an appointee who is a member of their family, or a court appointed person such as a solicitor or the local authority.
- SLSW offers a service where it can act as a corporate appointee for the person using the service. SLSW Carers do not generally act as appointees so where a new appointee is required, this is our preferred option

For more information about the benefits of SLSW corporate appointeeship support, please speak to the Funding and Benefits team on 01626 882560.

## **Band levels**

Shared Lives services are costed on a band level system based on the input required from the SLSW Carer in relation to the needs of the person using SLSW services. The band level

descriptors and related fees form part of the agreed contract and are non-negotiable. The band level is determined between SLSW and the representative of the local authority/trust for each service using the descriptors and this must be agreed before the commencement of the service. The band level is reviewed after 15 weeks by SLSW once the day to day support for the person using the service within the Shared Lives placement has been more clearly established. The band level may be reviewed annually thereafter or where the local authority/trust is bound to consider this matter under the terms of the contract. Prices may be subject to annual review with relation to inflationary increases in fees, as agreed with the local authority/trust.

## Start and end dates

The start date for long-term services is the date of commencement of the long-term service or the move in date whichever is earliest. The start date for a short break service is either the first date of the short break or, where a package of short breaks has been commissioned, the date from which the funding is available.

The end date for a long term service is 28 days after the date that formal notice is received by SLSW. For a short break service the end date of the service is the last date of a short break or where a package of short breaks has been commissioned that end date of the agreed funding period or 12 months whichever is earliest.

## Mileage

For long-term services, transport for normal family activity e.g. shopping trips, leisure activities and local occasional journeys that the family would normally be doing in the course of normal family life would be considered to be part of the agreed fees for a Shared Lives service.

If specific regular trips will need to be undertaken by the SLSW Carer on behalf of and/or with the person using the services over and above normal family activity, this will need to be identified during the matching process and this additional mileage might then be charged as an additional cost of the service to the Authority or direct to the person using our services.

For short break services, some SLSW Carers can offer an optional pick up and drop off service. Further mileage may also be chargeable in relation to specific activities outside of normal family activities if, for example, the aim of the short break is for the individual to go to specific places outside of the SLSW Carer's normal locality

The number of miles and who is responsible for this additional payment has to be discussed and agreed before the start of any service and will be documented in a mileage agreement, which forms part of the overall Shared Lives service agreement.

SLSW will administer any mileage agreements made and ensure mileage claims are paid and invoiced. The current mileage cost is 40p per mile.

## Other additional charges

In some instances other charges may be agreed as part of the overall Shared Lives service to be provided. This may include additional respite provision for the SLSW Carer, additional support for activities in the community or payment of rent and household costs by the local authority/trust. This will be documented as part of the Confirmation of Funding at the outset of the service or later in writing.

## Hospital admission

It is a term of the contract between SLSW and the local authority/trust that should the person using SLSW services be admitted to hospital from a long-term Shared Lives service, then the local authority/trust will be liable for 100% of the organisational charge for 42 days and 100% of the

gross care and support costs for 28 days then 80% of the carer and support charge for a further 14 days. By day 42 agreements will be required from the local authority/trust as to whether the service is to be terminated.

If no agreement is reached, SLSW will continue to charge at 100% of organisational and 80% of gross care and support charge until agreement is reached.

## **Death of a person using SLSW services**

If a person using SLSW services dies in a long-term service it is a term of the contract that the local authority/trust will be liable for 100% of the total gross cost of the service for seven days after but not including the date of death.

## **Cancellation and breakdowns**

If a short break is cancelled by the person using the service or the local authority/trust less than 48 hours before it is due to commence, 50% of the total gross cost of the planned break will be due and charged to Torbay Care Trust. If the break is cancelled more than 48 hours before it is due to commence, no fees will be due.

If the person leaves the short break service earlier than planned at no fault of the SLSW Carer (including admission to hospital or other emergency care) the days/hours already used will be charged at 100% of the total gross costs and the balance of the planned break will be charged at 50% of the total gross cost.

If SLSW cancels a break, no charges will be due. If SLSW has to terminate the service part way through only those days/hours used will be charged at 100%.

SLSW has the discretion to waive these fees in exceptional circumstances.

## **Extended stays**

For the short break service, in exceptional circumstances it may be appropriate or desirable to extend a planned short break. If this occurs the local authority/trust will be liable to meet the cost of the additional service. Where possible this will be agreed with the local authority/trust in advance. The local authority/trust may wish to recharge additional costs for extended stays directly to the person using the services.

Charges for extended stays are:

- For the first 2 hours of an extended period – free of charge of the person is collected within the first two hours. This allows for unforeseen delays when picking up or dropping off. However delays beyond this time will be charged at the applicable hourly rate.
- Up to 8 hours of extended period (but not additional overnight) £ 17.34 per hour at Band B.
- Over 8 hours of extended period and /or additional overnight – charged as a 24 hour period at £116.46 per night. Band B.

## **Statutory duty**

The local authority/trust retains a statutory duty for the care and welfare of any person using our service for whom it has commissioned a Shared Lives service at all times.