

OP22 *Ending a Shared Lives Service***1. Policy Statement**

- 1.1 Shared Lives South West (SLSW) recognises that Shared Lives arrangements may come to an end for a variety of reasons. While we aim to offer long-term, stable arrangements wherever possible, we accept that not all arrangements will last indefinitely.
- 1.2 When an arrangement ends, SLSW is committed to ensuring that the process is managed in a planned, respectful, and person-centred way. Our aim is for the ending to be a positive experience for everyone involved. Where difficulties arise, we will reflect on the learning and use it to improve our practice.

2. General Principles

- 2.1 All Shared Lives arrangements are regularly reviewed to identify early signs that a service may be ending. This allows for discussions and planning to take place in a timely manner.
- 2.2 Under the Shared Lives Licence Agreement, either the carer, the person using the service (or their representative, where the individual lacks capacity), or SLSW can give 28 days' written notice to end the service. Full fees are payable during this period.
- 2.3 Notice must be given in writing and is effective from the date of receipt. SLSW will confirm receipt and notify both the carer and the individual.
- 2.4 SLSW understands that endings can be emotionally challenging. Support, advocacy, or mediation will be offered to help manage any tensions or disputes that may arise.
- 2.5 Arrangements may end for a range of reasons, including:
- The individual choosing to move to a different setting or location
 - Changes in the carer's personal circumstances
 - Incompatibility between the carer and the individual
 - A serious breach of the service agreement by either party
 - A reassessment of the individual's needs
 - Safeguarding concerns
 - Death of either party

3. When the Individual Chooses to Move

- 3.1 A planned move should include 28 days' notice, during which it is expected that the individual remains in the service.

- 3.2 If the individual leaves before the notice period ends, they may still be liable for the rental element, unless otherwise agreed.
- 3.3 If belongings are not collected by the end of the notice period, SLSW reserves the right to charge for storage.
- 3.4 The notice period can be extended by mutual agreement.

4. Change in Carer's circumstances

- 4.1 Under the terms of the carer agreement, carers are required to inform SLSW of any change in their personal circumstances (e.g. ill health, resignation) that may affect the arrangement. A review will be conducted to determine next steps.
- 4.2 If notice is given, full fees are payable for the 28-day period. If the individual leaves earlier, payment ends on the last day of occupation.

5. Incompatibility between both parties

- 5.1 If a service is deemed to be no longer safe or viable for the person using the service or the carer, it may end immediately. This is commonly referred to as a "service breakdown" and under these circumstances, payment ends on day the individual leaves.
- 5.2 Where a service breakdown has occurred, the commissioning authority is responsible for arranging alternative support and accommodation promptly and sensitively as well as supporting the individual to move from the carer's home.
- 5.3 SLSW will support the carer with the individual's departure, including eviction procedures if necessary.
- 5.4 A debrief must be held within two months, gathering feedback from all parties concerned to reflect on the breakdown and identify improvements.

6. Serious breach of Service Agreement by either party

- 6.1 Any serious breaches should be referred to the relevant team leader who will determine the appropriate response. This may include providing notice on the service or immediate termination.
- 6.2 A post-exit debrief should be held where appropriate. This would be within two months of the end of the service and consider the feedback from all parties concerned with a view to updating working practice for either/both the scheme and carer.

7. Reassessment of Needs

- 7.1 Where a reassessment determines that the individual's needs have changed and the current arrangement is no longer suitable (e.g. mobility issues, complex health needs), a planned transition should be arranged.
- 7.2 Full fees are payable during the 28-day notice period.

8. Safeguarding Investigations

- 8.1 Where a safeguarding investigation is underway, services and payments may be suspended.
- 8.2 If the allegation is unfounded but the individual does not return, full net care and support fees will be paid for 28 days.
- 8.3 A debrief should be completed within two months, as appropriate. This would be within two months of the end of the service and consider the feedback from all parties concerned with a view to updating working practice for either/both the scheme and carer.

9. Death of a Carer or the Individual

- 9.1 Whilst we would try to maintain the service in the interim if a carer died, it may be necessary to provide 28 days-notice for the person using the service to re-locate, so full fees would be maintained during the notice period.
- 9.2 In the unfortunate circumstances that the carer dies and the service ends immediately, payment ceases on the date of death.
- 9.3 If the individual dies, full fees will continue for a further 7 days after death.
- 9.4 Where the individual has no family and the carer continues to provide assistance in respect of funeral arrangements, SLSW will request additional payment from the commissioning authority, although this is not guaranteed.

10. Review

- 10.1 This policy will be reviewed every three years, or earlier if needed.

11. Responsibilities

- 11.1 The Registered Manager has overall responsibility for the implementation of this policy.