Description: LCC imp black 583

# **Invitation to Tender**

## for the supply of

**Shared Lives Services**

**Document 1 of 7**

**Contract Ref CO862**

# 

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**This document is one of seven parts as listed below, which together form the Invitation to Tender documentation. Please ensure that no part is missing or duplicated.**

|  |  |
| --- | --- |
| **Document No** | **Title** |
| Document 1 | Section 1: Information for Providers  Section 2: Instructions to Providers and Conditions of Tender  Section 3a: Specification  Section 3b: Specification – Supporting Information  Section 3c: Contract & Performance Management Arrangements  Section 3d: Key Performance measures |
| Document 2 | Section 4: Provider Responses – Business Information  Section 5: Provider Responses – Working methods  Section 6a: Provider Responses – Pricing Schedule Guidance  Section 6b: Pricing Schedule Spreadsheet – attached separately |
| Document 3 | Section 7: Payment Details  Section 8: Form of Tender  Section 9: Collusive Tendering Certificate  Section 10: Freedom of Information Disclosure Form  Section 11: Not used |
| Document 4 | Section 12: Provider Checklist |
| Document 5 | Section 13: Terms and Conditions of Contract |
| Document 6 | Appendix 1: Explanation of Price Evaluation  Appendix 2: Evaluation Matrix showing Quality Criteria  Appendix 3: Details for partners, consortium members or sub-contractors  Appendix 4: Meanings of Offences  Appendix 5: Minimum Information Security Standards And Acceptable Use  Appendix 6: Not Used |
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**PL.15.XXX**

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1. **Background and Context for Shared Lives services in Lincolnshire**

# **SECTION 1 – INFORMATION FOR PROVIDERS**

**Home Based Reablement Service**

**PL.15.XXX**

1.1 Lincolnshire is England’s fourth largest county. It has one of the fastest-growing county populations as people move here from other parts of the UK and overseas.

Of the county's 724,500 residents, Lincolnshire's older population is growing at a rate greater than the national average; a trend which is expected to continue. The elderly population in Lincolnshire will increase by 3.4% in the next 10 years, with the rate of increase in people aged 85+ years being particularly pronounced; an expected increase of 52.4%.

Demand in the care market, including that for Shared Lives services, will as a result be influenced by the potential increase in long term conditions and dementia, the need for interim support for people recently discharged from hospital and to help prevent readmission. There will be openings for new support options to enable older people to continue living independently in their own home.

In LCC's latest Local Account (2016/17), of the 9,630 people receiving long term support; 3,530 were receiving residential care and 6,100 community services.

In March 2018 the total number of people receiving long term support had risen to 9974, 2059 people with a learning disability, 6335 older people, 1185 people with a physical disability and 395 people with mental health issues.

Although the total population of people with learning disabilities aged 18-64 years is predicted to remain fairly constant, rising from 10,404 in 2017 to 10,413 in 2030; the greatest projected increase will be in the 65+ age group. There will as a resultant be a need for respite for unpaid family carers, an arrangement which can also help with future planning for a time when a family carer is unable to continue as the main carer.

The needs of people with a learning disability who are receiving community support are expected to increase in complexity, partly due to people living longer. LCC will expect Shared Lives to adapt accordingly, employing carers with the necessary skills to support people with more complex needs. Potentially the Provider will need to have particular regard to issues of support decision making and mental capacity and behaviours which may challenge the service. LCC will want to see Shared Lives as an option as part of best interests planning.

The total population aged 18-64 years predicted to have a moderate physical disability is expected to be 35,469 in 2030 (the same figure as in 2017). The number of people aged 18-64 years who are predicted to have a serious physical disability expected to rise from 10,766 in 2017 to 10,948 in 2030. Again, LCC will expect Shared Lives to respond accordingly, employing carers who have accommodation that can be adapted to peoples' needs.

Of the estimated 5,900 adult people with autism in Lincolnshire, only a small number who have no other diagnosed conditions are in receipt of social care services. There is potential for Shared Lives providers to attract carers with the capabilities to meet the needs of people with autism and related learning disabilities and learning difficulties.

Assessment of the needs of people aged 18-64 for mental health support is delegated to the Lincolnshire Partnership NHS Foundation Trust (LPFT) under section 75 of the National Health Service Act 2006. In 2016/17, 635 people with a mental health need received long term social care and support. LCC sees potential for the support in Shared Lives services of people with acute mental health problems who are experiencing a crisis or temporary deterioration in their mental health.

Lincolnshire has an estimated 84,000 unpaid family carers, ranging from those providing a few hours care a week on top of work or education, to full time carers. Shared Lives is an attractive option for family carers, being a service that offers consistent support, is person-centred, but also fully involves family carers in accordance with the person's wishes.

This information does not offer a complete picture; other key factors being variations in the take up of services in the county, the impact of rural isolation and the distribution of people in communities who may potentially have specific cultural and language requirements in the take up of support services.

Further information contained within the county's Joint Strategic Needs Assessment can be found at <http://www.research-lincs.org.uk/joint-strategic-needs-assessment.aspx>

**2 The Requirement and Budget**

2.1 Tenders are invited for the supply of a Shared Lives Services. The successful supplier(s) will be responsible for providing the service(s), liaising closely with the relevant Contract Manager(s).

2.2 The Council’s detailed requirements are defined in the Specification at Section 3.

2.3 Currently services are being delivered by a number of Providers. These contracts come to an end 2nd January 2019.

2.4 The Council's preferred model for delivery of this service is to commission one Provider.

2.5 The Contract will be let for an initial period of three years intended to commence on 3rd January 2019 with the option to extend for a further period of two years.

2.6 The current annual budget for delivery of these services for a contract year is £616,000 and is based on the current volumes detailed in section 3a.

**3 Indicative Procurement Timetable**

3.1 It is intended that the tender exercise follows the time-line detailed below:

|  |  |  |
| --- | --- | --- |
| 1 | Invitation to Tender Issued | 26th June 2018 |
| 2 | Deadline for Questions about the requirement | 17:00 20th August 2018 |
| 3 | Deadline for Bids | 12:00 28th August 2018 |
| 4 | Evaluation Period | 29th August 2018 to 12th September 2018 |
| 5 | Contract Awarded | 5th October 2018 |
| 6 | Contract Implementation Period | 6th October 2018 to 2nd January 2019 |
| 7 | Contract Start | 3rd January 2019 |

3.2 Please note the Council reserves the right to amend this time-table.

3.3 Not used

3.4 Following submission of your written tenders, Suppliers may be asked to provide written clarification to the evaluation panel to ensure a comprehensive understanding of the tender proposal is achieved. This will help to clarify any points arising from the written bids and ensure robust scores to be allocated.

**4 Overview Of The Procurement Process**

4.1 This procurement is being undertaken in accordance with paragraphs 74 to 76 of the Public Contract Regulations 2015 by way of the "Light Touch Regime" and is utilising an Open Tender process.

4.2 Before formal evaluation the Council will examine bids to determine whether any bidder has submitted an incomplete tender submission. Any tender submission which is incomplete will be deemed to be a non-compliant tender.

4.3 A bid that is non- compliant, or a tender which is submitted without the appropriate signatures, will fail and the Council will be entitled to reject it forthwith and not proceed to evaluate it further.

4.4 A compliant bid is one which is submitted with

4.4.1 full responses and full information at Section 4 for Stage One; and

4.4.2 full responses and full information at Sections 5 and 6 for Stage Two; and

4.4.3 fully completed Payment Details at Section 7; and

4.4.4 fully completed Form of Tender at Section 8; and

4.4.5 fully completed Collusive Tendering Certificate at Section 9; and

4.4.6 fully completed Freedom of Information Disclosure Form at Section 10; and

4.4.7 fully completed Appendix Three where applicable

Bidders are referred to the Supplier Checklist at Document 4, Section 12.

4.5 Throughout the evaluation process, at either Stage One or Stage Two, the Council reserves the right to seek clarifications from Bidders, where it considers this necessary, to achieve a complete understanding of the bids received. In any event and for the avoidance of any doubt, should the Council, acting reasonably, identify a fundamental failing or weakness in any tender then that tender may, regardless of its other merits, be excluded from further consideration.

4.6 The evaluation of bids in this procurement will be undertaken by way of a two stage process.

4.7 **Stage One** of the evaluation of bids comprises the evaluation of Bidders' Business Information Assessment submissions on the basis of Pass or Fail of Parts A to J inclusive. Only those Bidders evaluated with a Pass for all Parts A to J are qualified to proceed to be evaluated at Stage Two. For the avoidance of doubt should any bidder be evaluated with a Fail for any Part A to J inclusive its bid will not be evaluated further and the Council is permitted and shall reject that bid forthwith.

4.8 Only those passing the Stage One evaluation of the Business Information Assessment will go through to Stage Two.

4.9 **Stage Two** of the evaluation of bids comprises the evaluation of the Award Criteria based on (a) proposed working method submissions and (b) pricing bid submission (please see paragraph 6 below).

5 **Stage One Evaluation**

5.1 Pass/Fail assessment criteria will be applied to the responses given by Suppliers to the Business Information Questions set out at Document 2, Section 4 Parts A to J inclusive.

5.2 The Business Information Assessment criteria are the minimum standards which the Council require its Suppliers to meet or exceed in accordance with regulations 57 and 58 of Public Contract Regulations 2015

5.3 If the situation arises where no Bidder passes Stage One, the Council reserve the right to cancel or restart the tender process.

| **Assessment Criteria** | | **Assessment** |
| --- | --- | --- |
| **Part A: Company Details** | Bidders must submit full company details.  **Any Bidder who does not meet this minimum standard will fail.** | Pass / Fail |
| **Part B: Professional Standing** | Bidders must answer all questions contained within the compliance with contract regulations section.  **Any Bidder who has been convicted of any of the offences listed in Section B will fail.** | Pass / Fail |
| **Section C: Financial Information** | Any Bidder providing less than satisfactory accounts or documentation and therefore giving rise to concerns that cannot be satisfied regarding their financial standing, will fail. | Pass / Fail |
| **Part D: Insurance** | For insurance cover, Bidders must have in place the levels specified in Part D of the Business Information Responses **or** be willing to have the stated levels if they are successful on being awarded the contract.  **Any Bidder who does not meet the minimum insurance levels and is not willing to obtain the insurance policies required if awarded the contract will fail.** | Pass / Fail |
| **Part E: Contract Performance** | Organisations must demonstrate sound contract performance, with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part F: Health & Safety** | Organisations must demonstrate a sound Health and Safety track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part G: Environmental Management** | Organisations must demonstrate a sound Environmental Management track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part H: Equality & Diversity** | Organisations must demonstrate a sound Equality and Diversity track record with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part I: Requirement Specific Questions**  **Information Governance** | Organisations must demonstrate a sound knowledge and understanding of their Information Governance responsibilities.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |
| **Part J: Requirement Specific Questions**  **Safeguarding** | Organisations must demonstrate a sound knowledge and understanding of their Safeguarding responsibilities with No to all questions in this section, **or** full satisfactory explanation details.  **Any Bidder who does not demonstrate this will fail.** | Pass / Fail |

5.4 If the situation arises where no suppliers meet the minimum requirements, the Council reserve the right to cancel or restart the tender process.

6. **Stage Two Evaluation - Award Criteria**

6.1 The Council will award the contract to the tender which is the most economically advantageous in accordance with regulation 67 of the Public Contract Regulations 2015.

6.2 At this Stage Two bids will then be evaluated by way of:

6.2.1 Quality at 70% evaluated in accordance with the Criteria and sub-criteria detailed in the Suppliers Response- Working Methods at Document 2, Section 5; and

6.2.2 Price at 30% evaluated in accordance with the criteria detailed in the Pricing Schedule set out at Document 2, Section 6.

6.3 **Evaluation of Quality – 70%**

6.3.1 Bidders will be allocated a weighting score of up to a maximum 70 on their responses to the Proposed Working-Method Questions at Document 2, Section 5 (Part K Proposed Working Methods).

6.3.2 A bidder's final quality weighted score shall be factored to a percentage up to a maximum of 70%.

6.3.3 There are nine question area categories at Document 2, Section 5. The weighting scores applied to each of the Quality criteria for each question are as follows:

|  |  |  |
| --- | --- | --- |
| **Number** | **Method Statement** | **Maximum Weighting %** |
|  | Service Delivery | 15% |
|  | Mobilisation Plan | 10% |
|  | Specification Compliance | 12% |
|  | Quality Assurance and Monitoring Performance | 8% |
|  | Added Value and Innovation | 5% |
|  | Scenario Based Question | 5% |
|  | Scenario Based Question | 5% |
|  | Scenario Based Question | 5% |
|  | Scenario Based Question | 5% |
| **TOTAL** | | **70%** |

6.4 Scoring Scale Table

6.4.1 Each question within each of the 4 question area categories of Section 5 will be allocated a weighted score using the following **"Scoring Scale"** between 0 and 5:

|  |  |  |
| --- | --- | --- |
| **Score** | **Classification** | **Definition** |
| 0 | No response (complete non-compliance) | No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible |
| 1 | Unsatisfactory response (potential for some compliance but very major areas of weakness) | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Would represent a very high risk solution for the contracting authority |
| 2 | Partially acceptable response (one or more areas of major weakness) | Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  May represent a high risk solution for the contracting authority |
| 3 | Satisfactory and acceptable response (substantial compliance with no major concerns) | Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Medium, acceptable risk solution to the contracting authority |
| 4 | Fully satisfactory /very good response (fully compliant with requirements). | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements  Low/no risk solution for the contracting authority |
| 5 | Outstanding response (fully compliant, with some areas exceeding requirements) | Submission sets out a robust solution (as for a 4 score) and, in addition, provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the contracting authority; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described  Low/no risk solution for the contracting authority |

6.4.2 The weighted score for a particular question will be calculated by the following formula:

(Average Score Allocated / Maximum Score of 5) x Maximum Weighted Score

6.4.3 The weighted scores will be added to give a total weighted score for Quality.

This Total Quality Weighted Score shall be factored to a maximum xx% by the following formula:

(Total Quality Weighted Score / 100) x xx(%)

6.4.4 A copy of the Quality Evaluation Matrix can be found at Document 6, Appendix 2.

6.4.5 Bidders should note that regardless of a bid’s overall merits, in the event that evaluating officers (acting reasonably) consider there to be a fundamental weakness (i.e. that a score of 0-2 is achieved on more than one occasion for any Proposed Working Method question in Document 2, Section 5) which is likely to impact adversely upon the supply of the services, then grounds will exist to exclude the bid from further consideration and the Council will be entitled to and may reject the bid and not evaluate it further.

6.5 **Evaluation of Price – 30%**

6.5.1 Price shall constitute 30% of the overall 100% of Award Criteria for the award of the Contract.

6.5.2 Further detailed explanation to the pricing schedule can be found in Sections 6a and 6b.

6.5.3 This pricing percentage of 30% is comprised of two elements of price on which bidders are asked to bid as follows:

6.5.3.1 Element 1 – Indicated growth: Bidders must indicate the expected growth for the five year period of the contract in the table " Table 3: "Indicated Growth Table" provided on Tab 2 of the attached spreadsheet at Section 6b Pricing Schedule spreadsheet (attached separately).

This pricing element constitutes 10% of the overall 30% Price percentage

6.5.3.2 Element 2: Overall cost of delivery: Bidders must bid for provision of all elements of the service for the five years of the contract using the tables provided on tabs four, five, six, seven and eight of the pricing schedule at Section 6b Pricing Schedule spreadsheet (attached separately)

Bidders should submit a breakdown of all costs associated with the delivery of the service. These should be entered for the five year term of the contract and be based on the assumed volume identified by the Bidder in "Table 3: Indicated Growth Table" provided on Tab 2 of Section 6b Pricing Schedule spreadsheet.

This pricing element constitutes 20% of the overall 30% Price percentage.

6.5.4 Bidders are referred to the Pricing Schedule at Document 2, Section 6a and 6b where 6.5.3.1 and 6.5.3.2 are specifically detailed.

6.5.5 The maximum price percentage points shall be allocated as follows:

Element 1: Highest growth – 10%

Element 2: Lowest Cost of delivery – 20%

6.5.7 Each element will be scored separately.

6.5.7.1 For example, for Element 1 in the table below Supplier 3 has submitted the highest growth in live in arrangements and therefore receives maximum points.

|  |  |  |
| --- | --- | --- |
| **Supplier** | **Growth** | **%** |
| **1** | **15** | **22.5** |
| **2** | **5** | **7.5** |
| **3** | **20** | **30** |
| **4** | **10** | **15** |
| **5** | **4** | **0 \*** |

\*If a bid is less than 25% of the highest growth figure the bidder will recieve 0 points. ***Please note the figures used in the above table are purely for example purposes only and are not a reflection of anticipated tender submissions.***

6.5.7.2 For example, for Element 2 in the table below Supplier 3 has submitted the lowest price and therefore receives maximum points. Supplier 1 has submitted a price 25% higher and therefore receives a score 25% lower.

|  |  |  |
| --- | --- | --- |
| **Supplier** | **Price** | **%** |
| **1** | **£125,000** | **22.5** |
| **2** | **£185,000** | **4.5** |
| **3** | **£100,000** | **30** |
| **4** | **£150,000** | **15** |
| **5** | **£225,000** | **0 \*** |

\*If a bid is more than twice the amount of the lowest price the equation will produce a negative number, in this case the bids score 0 points. ***Please note the figures used in the above table are purely for example purposes only and are not a reflection of anticipated tender prices.***

6.5.8 Further detailed explanation can be found at Document 2 Section 6a

# **SECTION 2 – INSTRUCTIONS TO SUPPLIERS AND CONDITIONS OF TENDER**

**Home Based Reablement Service**

**PL.15.XXX**

**1 General Instructions**

**Definitions**

1.1 Words defined in the Terms and Conditions of Contract shall have the same meaning throughout the Tender document.

1.2 “Council”, “Customer” and “Contracting Authority” means the organisation that is seeking to award a contract.

1.3 “Supplier” means the organisation submitting the Invitation to Tender document.

**General Instructions**

1.4 Tenders must be submitted in accordance with the following instructions and conditions. Any Suppliers that do not comply with these instructions or conditions may have their tender rejected.

1.5 The Council reserves the right to disqualify any tender submission which is incomplete or not in accordance with paragraph 1.4 above.

1.6 Prospective suppliers should be aware that canvassing (i.e. seeking the support of influential persons within the purchasing organisation) will lead to disqualification.

1.7 The information that Suppliers give in response to the Invitation to tender forms part of the legal representations of the Suppliers organisation during the tender process. Any findings of misrepresentation may result in any subsequent contract being terminated.

1.8 The supplier’s written response to any information required by the Council will be taken into account in the evaluation of competing tenders and if approved, will be binding but will not detract from the Specification nor Conditions of Contract.

1.9 Suppliers should note that wherever reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

1.10 Suppliers are advised that any contract(s) resulting from this procurement exercise will be subject to conditions which require the Supplier, as an employer, to comply with all statutory obligations to staff (and to applicants for employment) under all equality and non-discrimination laws (and amendments thereto) and with any statutory instruments, orders, guidance and codes of practice made thereunder.

1.11 The Council does not bind itself to accept any offer resulting from the Invitation to Tender and reserves the right not to award any contract under this procurement process.

1.12 Suppliers are to note that post contract award the successful supplier(s) shall be expected to comply with an information sharing framework in order to ensure its own and that of all other relevant parties’ compliance with the data Protection Act 1998. The information sharing framework shall form part of the contract and shall be finalised prior to the Customer entering into any contract pursuant to this tender process.

**Confidentiality**

1.13 All documentation and information issued by the Council relating to the procurement process shall be treated by the Supplier as private and confidential for use only in connection with the procurement process and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

1.14 All information provided to the Supplier by the Authority shall be regarded as confidential and used only to prepare a response to any clarification questions. The questionnaire remains the property of the Authority and must be returned upon demand.

**Freedom of Information**

1.15 The Supplier acknowledges that the Council is obliged under the Freedom of Information Act (FOIA) to disclose information to third parties subject to certain exemptions. This includes the information given in relation to this invitation to tender process. The Supplier therefore accepts and acknowledges that the decision to disclose information and the application of any exemptions will be at the Councils sole discretion. The Authority will act reasonably and proportionately in exercising its obligations under the FOIA as to whether any exemptions under section 43 of the FOIA may be applied to protect the supplier’s legitimate commercial and trade secrets.

1.16 Suppliers should state at Document 3, Section 10 if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers should state why they consider the information to be confidential or commercially sensitive and for how long.

1.17 This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

**Information, Costs and Expenses**

1.18 The Supplier is responsible for obtaining all information necessary for the preparation of its submission and all costs expenses and liabilities incurred by the supplier in connection with the preparation and submission of the tender will be borne by the supplier.

1.19 Suppliers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Suppliers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

1.20 If a supplier fails to provide fully for the requirements of the Specification in the Tender it must either:

(i) absorb the costs of meeting the full requirements of the Specification within its tendered price; or

1. withdraw its Tender.

**Research and Investigation**

1.21 The Supplier will be deemed for all purposes connected with the tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

1.22 The Supplier shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) neither the Council shall make any payments to the Supplier save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any Council to the Supplier in respect of the scope of the Contract being different from that envisaged by the Supplier or otherwise. Information given in respect of current orders is given as a guide and the Council makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Supplier.

**TUPE Regulations**

1.23 Tenderers attention is drawn to the provisions of the European Acquired Rights Directive EC77/187 and the TUPE Regulations. TUPE Regulations may apply to the transfer of the contract from the present contractor to the new one, giving the present contractor’s staff (and possibly also staff employed by any present subcontractors) the right to transfer to the employment of the successful contractor on the same terms and conditions. The above does not apply to the self-employed.

1.24 Tenderers are advised to form their own view on whether TUPE Regulations applies, obtaining their own legal advice as necessary.

1.25 To assist in this process the Council has gathered workforce details from the present contractors. This information shall be supplied to you on the basis that you treat it as strictly confidential. This information can be found in Document 7, Appendix 7.

1.26 The successful contractor shall be required to indemnify the Council against all possible claims under TUPE Regulations.

1.27 It is a further requirement that the successful contractor shall pass on all details of their own workforce towards the end of the service period so that this information can be passed to other bona fide contractors to enable them to assess their obligations under TUPE Regulations in the event of a subsequent transfer.

**Conflicting Statements**

1.28 The Council gives no warranty or undertaking of whatever nature in respect of the information contained within the Invitation to Tender documentation, its Annexes, or any subsequent information provided as part of this procurement process. The Council shall not be liable to any tenderer in respect of any failure to disclose or make available any information, document or data.

1.29 Tenderers are expected to conduct their own analysis and review of the Invitation to Tender documentation and satisfy themselves as to its accuracy completeness and fitness for purpose.

1.30 Tenderers should notify the Council of any perceived conflicting statements within the Invitation to Tender documentation, whether this is between any of the documents, drawings or electronic data.

**Disclaimers**

1.31 The Council does not accept any responsibility or liability for the information contained in the Instructions to Tenderers or for its fairness, accuracy, adequacy or completeness, and no warranty, express or implied, is given. Nor shall the Council be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication. Only the express terms of any written contract relating to the subject matter of the Instructions to Tenderers, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates.

1.32 These provisions extend to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this document and in respect of any other written or oral communication transmitted or otherwise made available to any person, and no representations or warranties are made in relation to such opinions, statements or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council.

1.33 Any persons considering making a decision to enter into contractual relationships with the Council should make their own investigations and their own independent assessment of the role of Contractor and should seek their own professional financial, legal and other advice. This document should not be regarded as an investment recommendation made by the Council. Neither the issue of the Invitation to Tender nor any of the information presented in it should be regarded as a commitment or representation on the part of the Council to enter into a contractual arrangement.

1.34 None of the information contained in the Instructions to Tenderers, or any part of the Invitation to Tender documentation, shall constitute a contract or part of a contract in any way, and none of the information is or should be relied on as a promise or representation as to the Council’s ultimate decisions in relation to this contract.

1.35 No contractual rights, express or implied, arise out of the procedures set out in the Instructions to Tenderers.

1.36 The award process may be terminated or suspended at any time without cost or liability to the Council.

1.37 In this document, words such as "anticipate", "expects", "intends", "plans", "believes", “envisages”, "shall", and words and terms of similar substance, indicate the present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described

1.38 The Council reserves the right to disqualify any tenderer who:

* Provides information or confirmations which later prove to be untrue, or incorrect;
* Submits their Tender Package late;
* Submits a Tender Package that is completed incorrectly;
* Submits a Tender Package that is incomplete;
* Submits a Tender Package that fails to meet the Council’s Tender Package submission requirements;
* There is a change in identity, control, financial standing or other factor impacting on the tenderer; and / or
* Fulfils any one or more of the criteria detailed in Regulation 57 of the Public Contracts Regulations 2015 (as amended) at any stage in the procurement process.

1.39 The Council reserves the right to require the submission of any additional, supplementary or clarification information as it may, at its absolute discretion, consider appropriate.

* 1. The Council reserves the right:
* To waive any requirements of this procurement process (to the extent permitted by law);
* To disqualify any tenderer who does not submit a compliant response in accordance with the instructions in the Invitation to Tender documents;
* To withdraw this Invitation to Tender or procurement process at any time or to re-invite responses on the same or any alternative basis;
* Not to award any contract as a result of this procurement process; and
* To make whatever changes it sees fit to the timetable, structure or content of this procurement process, dependent on the Council’s approvals processes or for any other reason.

1.41 The tenderer shall be responsible for obtaining all information necessary for the preparation of their Tender Package. The Council shall not be liable for any bid costs, expenditure, work or effort incurred by tenderers in proceeding with or participating in this procurement process, including if the process is terminated or amended by the Council.

1.42 The submission of a completed Tender Package shall be deemed to imply the tenderer’s acceptance of the foregoing provisions without qualification.

**2 Completing the Form**

2.1 **Failure to complete the form as instructed may result in your submission being rejected.**

2.2 Tenders must be submitted on this Invitation to Tender Document, in **Word** format (unless otherwise specified), which must be duly completed and signed where appropriate. These include the:

(a) Supplier Responses,

(b) Pricing Schedule,

(c) Payment Details,

(d) Form of Tender,

(e) Collusive Tendering Certificate,

(f) Freedom of Information Disclosure Form,

(h) Partner / Consortium / Sub-Contractor Details (Where appropriate),

2.3 When completing this document you may enlarge the answer boxes to ensure you have sufficient space to respond. **Please do not alter or amend the form in any other way**.

2.4 The form must be completed even if your organisation has previously worked with the Council or submitted a Tender or Pre-Qualification Questionnaire to Lincolnshire County Council – cross-referencing to previous submissions will not be sufficient.

2.5 **Please answer every question as instructed to do so**. Do not assume that the officers evaluating the form will know about your organisation or the work that you do, and answer the questions as fully as possible within any given constraints.

2.6 If the question does not apply to you please write N/A; if you don’t know the answer please write N/K. When posed with Yes / No questions please edit your answer as appropriate. All figures should be in full, i.e. £3,500,000 not £3.5 million and in GBP.

2.7 Unless instructed otherwise, **please give details that specifically relate to your organisation and not to the whole of the group** where your organisation forms part of a group. Any information submitted in response to this document must relate to the applicant only, the applicant being the organisation who it is proposed will enter into formal contract with the Council if awarded the contract.

2.8 **Where a consortium or sub-contracting approach is proposed, all information requested should be given** in respect of the prospective main Supplier or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the Services under any ensuing Contract. Responses must enable the Council to assess the ability of the consortium or sub-contractor to deliver the contract.

2.9 Where the prospective supplier(s) is a special purpose vehicle or holding company, information should be provided of the extent to which it will call upon the resources and expertise of its members.

2.10 The Council recognises that arrangements in relation to consortia and sub-contracting may be subject to future change. Suppliers should therefore respond in light of arrangements currently envisaged. Please provide details of the proportion of any contract awarded under this Contract that the prospective partner proposes to subcontract.

2.11 The Council wishes to be assured at the tender evaluation stage that bidding organisations (either bidding individually to deliver the whole contract or in partnership) have the capability to deliver an integrated model if awarded the contract.

2.12 Providers who wish to deliver an individual element of the service will need to come within the jurisdiction of a lead organisation which is submitting a bid for the whole integrated model of service set out in Section 3A.

2.13 Where the bid involves partnering or consortia arrangements, the lead organisation has responsibility for submitting and co-ordinating all aspects of the tender and the input of the other participating organisations and entering into the Contract.

2.14 The Council will require written confirmation that all parties to the bid are committed to putting in place the necessary joint working arrangements, and to be assured of the efficacy and robustness of the bid.

2.15 The Tender must make it clear which parts of the service each organisation will provide and how these arrangements will be managed. **The Council will contract with one organisation only, but will assess and approve the use of any sub-contractors as part of its evaluation of tenders.**

2.16 The lead provider will be the signatory to the contract, will be responsible for the performance of the whole and manage its contracts with other providers. The lead provider must collate the information above and submit it using the template in Schedule (insert)

**Variant Bids**

2.17 No variant bids will be accepted.

**Signatures**

2.18 Where required, the Invitation to Tender Document must be signed in accordance with the options below:

(a) where the Supplier is an individual, by that individual; OR

(b) where the Supplier is a partnership, by two duly authorised partners; OR

(c) where the Supplier is a limited company, by a director duly authorised for such purposes.

2.19 You may submit electronic or typed signatures. However, should you be successful, you will be required to resign all declarations that form part of the contract with an original signature.

**Supporting Documents**

2.20 In order to simplify this process, **you should not provide supporting documents**, for example, accounts, certificates, statements or policies **unless specifically requested to do** **so**. Instead, we may ask you to provide a statement regarding your approach to various aspects or a summary of your policies. This is because we do not have the resources or time available to read every document submitted by every supplier. However, **the purchasing organisation may ask to see these documents at a later stage** so it is advisable that you ensure they can be made available upon request. You may also be asked to further clarify your answers or provide more details.

**3** **Submitting The Form**

3.1 Responses should be submitted electronically no later than 12pm on 28th August 2018 through the Pro-Contract Tenderbox which is a secure exchange module of the Due North e-sourcing suite. Submissions via the electronic tenderbox cannot be accessed or opened by the contracting authority until after the deadline has expired. No documents can be uploaded to the tenderbox after the deadline has expired; therefore there is no penalty for returning a submission early! It is strongly recommended that your submission is uploaded well before the deadline to ensure that failure of ICT/Servers/PC/laptop or similar does not result in your submission failing to be placed in the tenderbox.

Any queries regarding this opportunity should be submitted electronically no later than 5pm on 20th August 2018 through the Pro-Contract Tenderbox.

3.3 The Supplier’s attention is specifically drawn to the date and time for receipt of tenders and **the Council reserves the right to reject any submission received after the closing date and time.**

**4 Rejection Of The Tender**

4.1 Any Tender submitted by a Supplier in respect of which the Supplier:

(a) fixes and adjusts prices and rates shown in its tender by or in accordance with any agreement or arrangements with any other person or by reference to any other tender or communicates to any person other than the Officer mentioned in this tender the amount or approximate amount of the prices and rates shown in its tender except where such disclosure is made in confidence, in order to obtain information for the preparation of the tender documents or for the purposes of financing or insurance; or

(b) enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other Supplier in its tender; or

(c) offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Supplier or any other person’s proposed Tender any act or omission; or

(d) in connection with the award of the Contract commits an offence under the Bribery Act 2010

(e) has directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member of official concerning any other Supplier or tender submitted by any other Supplier;

(f) submits a tender which is not in accordance with the Form of Tender and Conditions of Tender.

(g) does not provide all the information required by the Council.

(h) fails to pass any of the mandatory Business Information requirements.

1. which includes proposed amendments or additions to the terms of the tender, conditions of contract and/or specification changes shall be deemed a variant bid.

shall be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Supplier may attract.

**5 Acceptance Of Tender**

5.1 Any acceptance of a Tender by the Council will be in writing and communicated to the supplier, following a standstill period (from the date that the notification of intention to award is sent to all suppliers) of not less than 10 calendar days.

5.2 The Council will inform the Supplier of the acceptance of the offer by means of a formal letter accompanied by two copies of the contract document. The Supplier will be expected to sign and return the contract document to the Council who will duly sign and complete the contract and return one copy to the Supplier.

**6 Supplier’s Warranties**

6.1 In submitting a Tender the Supplier warrants and represents that:

(a) it has complied in all respects with the Conditions of Tender;

(b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Supplier or its employees in connection with, or arising out of the Tender are true, complete and accurate in all respects;

(c) it had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;

(d) it has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council;

(e) it is of sound financial standing and the Supplier and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Supplier which may adversely affect such financial standing in the future;

6.2 All Suppliers shall keep their respective bids valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

6.3 **Legal Framework**

The Service Provider will comply with all relevant legislation that currently relates to the operation of their business or is amended or implemented at a future date. The service will be delivered in accordance with recognised and accredited practice; in particular in accordance with the requirements of:

* The National Health Service and Community Care Act 1991
* Data Protection Act 1998
* Human Rights Act 1998
* Mental Capacity Act 2005
* The Deprivation of Liberty Amendments to the Mental Capacity Act 2005
* The Equality Act 2010 (ensuring compliance with ISB1605,  Accessible Information)
* Welfare Reform Act 2012
* The Health and Social Care Act 2012 (ensuring compliance with the Accessible Information Standard 2015)
* Children and Families Act 2014
* Care Act 2014

The service will have regard to the Public Service (Social Value) Act 2012 considering economic, social and environmental factors and subsequent impact in the Lincolnshire area.

# 

# **SECTION 3A –SPECIFICATION**

**Home Based Reablement Service**

**PL.15.XXX**

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**Background and Context**

1. **Introduction** 
   1. This specification sets out the requirements of Lincolnshire County Council (the Commissioner) for the provision of Shared Lives Services throughout the county of Lincolnshire.
   2. Shared Lives is a type of care for people with social care needs who are unable to live independently or may not wish to live alone, and is an alternative to supported living, home care or residential care. Shared Lives Carers offer care and support in their own home. This may take the form of regular visits, short periods of support or the individual who needs care and support may live with a Shared Lives Carer.
   3. The Council wishes to see the Provider bring an innovative and resourceful approach to the development of supplementary forms of care and support, centred on the Shared Lives scheme but falling outside the regulatory framework for Shared Lives.
   4. The Provider will work with the Council to explore the viability of developing a Homeshare scheme in Lincolnshire. Homeshare is an arrangement where someone who needs minimal help to live independently in their own home (the householder) is matched with someone who needs a place to live in return for the help they can provide (the homesharer). Homesharers help around the house and provide company, but do not provide personal care.
2. **Terminology**
   1. The terms in Table 1 below are used throughout the specification.

Table 1: Terminology

|  |  |
| --- | --- |
| **Word or Expression** | **Definition** |
| Adult Social Care Outcomes Framework | *Adult Social Care Outcomes Framework (ASCOF) measures how well care and support services achieve the outcomes that matter most to people. The measures are grouped into four domains which are typically reviewed in terms of movement over time.* |
| Advocacy | *A service that supports a person to be involved in decisions about his or her life, explore choices and options and speak out about issues that matter to them. Advocacy services are independent of the Council and are provide in Lincolnshire by Voiceability.* |
| Arrangement | *Live-in, Short Breaks, or Sessional Daytime support which is set up and supported by the Shared Lives scheme and in which the care and accommodation people receive is provided by ordinary individuals, couples or families in the local community.* |
| Assessment | *The process of working out the needs of a Service User, through the assessment element of the Statutory Adult Service Users Assessment.* |
| Authorised Officer | *A Council staff member who is the main point of contact for the provider, this is usually a Contracts Officer or Commissioning Officer.* |
| Autistic Spectrum Disorder | *A condition that someone is born with that affects their ability to communicate and interact with the world around them. It covers a wide range of symptoms and affects people in different ways, some individuals needing much more help and support than others.* |
| Benefits | *Payments from the Government that a Service User may receive or be entitled to receive because of their age, disability, income or caring responsibilities.* |
| Best Interests | *The Mental Capacity Act (2005) sets out the requirement that a particular decision made on behalf of someone who lacks mental capacity must be in their best interests. The Act does not define 'best interests', but gives a list of considerations to be taken into account.* |
| Best Practice | *Practice, procedure, method or technique accepted or prescribed as being correct or most effective.* |
| Commissioner | *Lincolnshire County Council (LCC)* |
| Co-production | *Involvement of a Service User as an equal partner in designing the support and services they receive* |
| Dementia | *A set of progressive symptoms that may include memory loss and difficulties with thinking, problem-solving or language.* |
| Direct Payment | *Money that is paid to a person with eligible needs or someone acting on their behalf on a regular basis by LCC to enable them to arrange their own support* |
| Eligible needs | *Eligibility for social, care support as determined under the national minimum eligibility threshold in the Care Act 2014* |
| Mental Capacity | *The ability of a person to make a particular decision at the time the decision needs to be made* |
| Mental Health Problem | *Mental ill health means problems with the way a person thinks, feels and reacts. It can include depression, anxiety, eating problems and other conditions. It can affect a person's ability to cope with life, make choices, look after themselves and relate to other people.* |
| Mobilisation | *Activities that are carried out between contract award and contract commencement, usually involving readying of the people, systems, procedures and resources necessary to deliver the contract.* |
| Mobilisation and Transition Plan | *A plan covering activity between contract award through to contract commencement, also covering activity likely to exceed contract commencement with the purpose of ensuring a seamless transfer for Service Users using The Service.* |
| Outcome | *An aim or objective a person would like to achieve, or the result of a service or intervention* |
| Person and individual | *The person who will be using or living in the Shared Lives arrangement.* |
| Person Centred | *An approach that puts the person receiving care and support at the centre of the way care is planned and delivered. It is based around the person and their needs, preferences and priorities. It treats the person as an equal partner, and puts into practice the principle of 'no decision about me without me'.* |
| Personal Budget | *Money that is allocated to a person with eligible needs by the council to pay for care or support. The personal budget can be taken as a direct payment, or the council can arrange services - or a combination of the two.* |
| Practitioner | *Employees working in frontline assessment and care management roles in LCC Adult Care Services and includes where applicable social workers employed by Lincolnshire Partnership Foundation Trust (LPFT) in the provision of Mental Health services.* |
| Provider | Refers to the organisation that provides Shared Lives services and is registered for the regulated category of personal care under the regulatory requirements set out in the Health and Social Care Act 2008 (Regulated Activities). |
| Provision | *The services developed and delivered in response to the requirements within this Specification.* |
| Quality Assurance | *A process to measure whether The Service is meeting the required Outcomes and contractual requirements.* |
| Review | *The activity of reviewing intended outcomes detailed in the Support Plan.* |
| Safeguarding | *The process of ensuring that adults at risk and children are not being abused, neglected or exploited, and ensuring that people who are deemed ‘unsuitable’ do not work with them.* |
| Service |  |
| Support Plan | *A plan an individual develops that says how their Eligible Needs shall be met, and where applicable how their Personal Budget shall be spent. The Council must agree the plan before it makes money available.* |
| Transition | *Activity carried out to ensure a seamless transfer for Service Users using The Service; these activities often exceed the contract commencement date.* |
| Wellbeing | *As defined in Care Act and Care and Support Statutory Guidance (issued under the Care Act 2014). Enabling a person to be in a position where they have good physical and mental health, control over their day-to-day life, good relationships, enough money, and the opportunity to take part in the activities that interest them.* |

1. **Strategic Objectives**
   1. The Commissioner wishes to see growth in the provision and take up of all areas of the Shared Lives Service, together with a broader understanding of these forms of support across social care, health, amongst people eligible for services, family carers and members of the public in Lincolnshire in the expectation that:
      1. A buoyant Shared Lives Service will contribute to the Commissioner's obligations under the Care Act (2014) to achieve a responsive, diverse and sustainable market of service providers that can provide high quality, personalised care and support.
      2. The Care Act places a duty on local authorities to improve people’s independence and wellbeing and promote person-centred care. Shared Lives is specifically mentioned in Section 4.41 of the Care Act Statutory Guidance as one of a variety of supported living options.
      3. Establishing service excellence in the delivery of Shared Lives is a contributor to key outcome domains in the Adult Social Care Outcomes Framework (ASCOF):

* Ensuring that people have a positive experience of care and support
* Enhancing quality of life for people with care and support needs
* Delaying and reducing the need for care and support
  + 1. At a time of increasing pressure on public funds and changing patterns of need, Shared Lives is in many instances a highly cost effective model of accommodation and support.
    2. Shared Lives services have the potential to help LCC meet requirements placed on local authorities under the Public Services (Social Value) Act 2012. Shared Lives offers a proven and cost effective way of augmenting the recruitment and retention of care staff elsewhere in the social care system.

1. **Commitment to Quality**
   1. LCC's commissioning of Shared Lives services is built on a series of key expectations embodied in Quality Matters, a shared, national commitment to the achievement of quality in social care. [[1]](#footnote-1)
   2. Quality Matters is a strategy that has been developed and signed up to by the Association of Directors of Adult Social Services, the Care Quality Commission (CQC), Department of Health, Healthwatch England, NHS England, NICE, Skills for Care and many others. Quality Matters is endorsed by Shared Lives Plus.
   3. The principles underlying Quality Matters have particular relevance in this specification in respect of:
      1. A focus on the key wellbeing domains in the Care Act; for the Service to be safe, effective, caring and responsive to individual need.
      2. Sustainably in the use of resources and the necessity in this contract for the Provider to act with openness and transparency in respect of its cost base and operational information.
      3. The need for the Provider to work with Commissioners as equal partners in the development, delivery and promotion of Shared Lives services.
      4. The Provider having responsibility to proactively raise with Commissioners ways of maximising value for money, eliminating waste in the delivery of the service and making suggestions for improvement and development.
      5. The stimulation of demand for Shared Lives, requiring the Provider to work constructively with Commissioners and others across adult care and health services.
      6. The requirement for the Provider to establish and maintain the provision of good quality, well trained and motivated Shared Lives carers and staff.
      7. The need for the Provider to be transparent about quality and what is being done to improve Shared Lives services.
   4. Quality Matters embodies a strong commitment to the principles of co-production; "improved, more open conversations between people who use services, commissioners and providers when designing, developing and commissioning services, including micro and non-regulated services". [[2]](#footnote-2)
   5. Co-production in the delivery of Shared Lives will therefore need to involve:

* People and Shared Lives carers making decisions and choices together.
* People who use the Service and their families having a say where appropriate in the planning and delivery of the Service.
* With the support of the Shared Lives carer where necessary, people being enabled to take part in the Lincolnshire Learning Disability Partnership and similar co-production groups.
* People who use the Service having opportunities to take an active role in the delivery of the Service; in a paid or voluntary capacity or by providing peer support to others using the Service.
* People who use the Service and carers being encouraged to speak openly about Shared Lives.
* The Provider making provision for the extra time and resources needed to make co-production a reality in all aspects of service delivery.
  1. The Provider will adopt and put into practice the overarching quality assurance framework developed by Shared Lives Plus in order to 'help create an environment where individuals can be supported through Shared Lives to get the best care and support possible in order to live the life they choose'[[3]](#footnote-3). The framework comprises:
* The Shared Lives Charter, which is aimed at ensuring that Shared Lives schemes are inclusive, fair and diverse, where all are valued for the contribution they can make.
* The Shared Quality Framework, which describes best practice in Shared Lives in six areas:
  + - * Shared Lives carer assessment, approval, induction and training
      * Referrals, matching, introductions and establishing Shared Lives arrangements
      * Person-centred ways of working, monitoring, support and reviews of Shared Lives arrangements
      * Governance, planning, delivery and involvement
      * Shared Lives scheme staffing
      * Safe Shared Lives
* The Ambassador Test, which encourages people using Shared Lives to think and speak up about six areas:
  + - * My Shared Lives scheme is honest about life in Shared Lives
      * I am respected as an adult
      * My right to a private life is respected
      * My life is fun and interesting
      * I have the right to make choices
      * I am an equal part of my Shared Lives family
  1. Those using the service will be supported to have their voice heard and be taken seriously by the Provider, to have access to independent advocacy where needed, to be seen regularly by members of the Provider’s team and have confidential access to the Provider and the Provider’s complaints processes whenever needed.
  2. The Provider is required to undertake and formally record quality checks of each service arrangement at least annually.
  3. The Provider will undertake quarterly checks with Shared Lives carer and an annual review of the service arrangement.
  4. These checks will draw on a range of information, including the views of the person and their family, the outcome of regular visits to the person and the Shared Lives carer by Shared Lives Workers, evidence of the person's outcomes and overall wellbeing, records of complaints and incidents, etc.
  5. In the presentation of this information to people who use and work within the Service, Commissioners and the wider public, the Provider will clearly and openly articulate, in line with principles embodied in Quality Matters, the quality of the Service and what is being done to improve it

1. **Policy and Legislative Context**
   1. The Provider will comply with all national legislation and national and local policy and guidance relevant to Shared Lives, and specifically the CQC Fundamental Standards (April 2015); the CQC Community Adult Social Care Provider handbook and appendices; and all other applicable legislation and best practice guidance.
   2. In all aspects of the delivery of the service, particular reference will be made to the promotion and improvement of a person's wellbeing, a guiding principle in the Care Act.
   3. Building on the key principles of the Mental Capacity Act (2005), the Provider will always begin with the assumption that the person using or intending to use Shared Lives services knows best their own outcomes, goals and wellbeing. Any restriction on an individual’s rights or freedom of action will be kept to the minimum necessary.
   4. In light of the Commissioner's intentions to see Shared Lives develop and diversify, the Provider will refer to and comply with a wide range of legislation, national policy, guidance and revisions with relevance for the widening scope of the service including but not limited to:

* Autism Act 2009
* Children and Families Act (2014)
* Data Protection Act 1998
* Direct Payments Act (1996)
* Disability Discrimination Act 2005 (amendments to the 1995 Act)
* Freedom of Information Act 2000
* Human Rights Act 1998
* Improving the Life Chances of Disabled People (2005)
* Mental Health Act (2007)
* No Health Without Mental Health (2011)
* The Local Authority Social Services and National Health Service complaints (England) regulations 2009
  1. The Provider will keep abreast of all policy and regulatory updates and amendments which relate to Shared Lives and obtain and meet the cost of any relevant practice guidance.

1. **Equality and Diversity**
   1. In compliance with the Equality Act (2010), the Provider will have due regard for the need to protect the interests of people with ‘protected characteristics.’ These include age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
   2. The Provider will have in place policies and procedures that set out the steps taken to achieve compliance with the Act and its commitment to best practice in respect of all matters of equality and diversity.
   3. The Provider and Commissioner will ensure that information and advice about the Service meets a wide diversity of needs and is augmented where necessary for those with sensory impairments, learning disabilities and people for whom English is not their first language.
2. **Key Requirements for Shared Lives services**
   1. Shared Lives services will be available to any person aged 16 and over who is ordinarily resident within Lincolnshire and has been assessed by the Council as having social care needs which may be met by the provision of the Service.
   2. This will include but will not be limited to people with learning disabilities, those with autistic spectrum conditions, frail older people, people with mental health needs, and those with a physical or sensory impairments, including people with more complex needs.
   3. Referrals will be made via:

* An officer of LCC
* An officer of LPFT
* A person who is making their own arrangements for their support or their representative.
  1. The Provider will operate in accordance with the Council's intentions and schedule for the development of a web based provider portal, which will allow the Provider and other commissioned services to send and receive information via Mosaic; the Council's case management system.
  2. To meet the operational needs of the Service and ensure that there is adequate choice available in the matching of new arrangements, the Provider will at all times ensure the availability of sufficient numbers of Shared Lives carers - people who provide care and support as appropriate and share their home and community life.
  3. The Provider will at all times ensure the availability of sufficient numbers of Shared Lives workers – people employed by the Provider who have the capabilities, training and experience needed to recruit and support Shared Lives carers, make arrangements for people with Shared Lives carers and support and review those arrangements.
  4. The Provider will ensure that a manager registered with the Care Quality Commission, is in post to manage the service. This will be a 'registered person' who has legal responsibility for meeting the requirements in the Health and Social Care Act 2008 and associated Regulations concerning the running of Shared Lives services.
  5. No more than three people will be accommodated or supported at any one time in a Shared Lives carer's household.
  6. The Provider will be a member of Shared Lives Plus (SLP) the national representative organisation for Shared Lives services and Homeshare. Policies and best practice guidance produced by SLP have been a key source of reference in the development of this specification.

1. **Registration Requirements**
   1. Prior to the commencement of the contract and throughout its duration, the Provider will be registered for the category of personal care under the regulatory requirements set out in the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 (as amended) and the Care Quality Commission (Registration) Regulations 2009 (as amended).
   2. CQC Guidance[[4]](#footnote-4) states that Shared Lives schemes should be registered only for the regulated activity of 'Personal care' and not the regulated activity 'Accommodation for persons who require nursing or personal care'. Personal care is defined in the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010.
   3. This is because:
      * The provider of the scheme is registered and not the owners or providers of the individual homes (the accommodation).
      * The accommodation aspect of the service supplied by the shared lives carer is out of the scope of the regulations, and the homes where service users live are not 'regulated premises'
      * Shared Lives schemes should only be registered for 'personal care' where they are meeting people’s personal care needs. If they do not provide this type of activity, they will be out of the scope of registration.
      * Schemes which provide a mixture of regulated and unregulated activities must be registered with CQC in relation to the regulated activity of personal care. CQC can only make judgements in relation to their provision of personal care.

**Service Development**

1. **Elements of Shared Lives Services**
   1. LCC's primary requirement is to commission services that adhere fully to the principles and regulatory requirements underpinning Shared Lives, as outlined in Section 8.
   2. The Provider will deliver the following types of Shared Lives support, which will be provided with or without personal care depending of the person's needs.
      1. **Live in Arrangements**

Long or short term support and accommodation for a person which is provided in a Shared Lives carer's own home and which continues for as long as the arrangement meets the person's needs and wishes.

* + 1. **Sessional Day Support**

Support for a defined period (3.5 hours or 7 hours) during the daytime, including weekends as required, and offering the person choice over where and how they spend the day, at a time to suit them. Day Support will use the Shared Lives carer's own home as a base and enable the person to access social activities, training and education as applicable.

* + 1. **Short Breaks**

Support for a defined period of days and nights in the home of a Shared Lives carer, a minimum of a 24 hour stay, up to and not exceeding 28 days, which will give the person the chance to try new activities and meet new people and enable the person's family carer to have a break from their caring role. For some people a Short Break might lead on to a Live-In arrangement.

* + 1. **Emergency Arrangements**

Accommodation and support for a short, defined period of time in the home of Shared Lives carer. Emergency arrangements will only be in place in the event of an unforeseen occurrence affecting a person who already uses one or other element of the Shared Lives service, and for whom the Provider feels able to offer emergency care and support.

1. **Services Aligned with Shared Lives**
   1. All Shared Lives services delivered under this agreement must adhere to the concept of the person sharing the home and family or community life of the Shared Lives carer.
   2. Although not commissioned as part of this agreement, LCC recognises the potential benefits of other sources of support, developed by the Provider and centred on the Shared Lives scheme. While in keeping with the core principles and values underpinning the Shared Lives model, these may fall outside of the regulatory framework for Shared Lives and the HMRC rules regarding the carer's tax status as set out in the HMRC Business Manual, updated 2017.[[5]](#footnote-5)
   3. These additional services could include the continuation of support provided by a Shared Lives carer, along the lines of an extended family member, to someone who previously received Shared Lives support and is now living independently, enabling them and the carer to retain contact and support.
   4. This type of support may make use of the Share Lives carer's home life and will be accessed through the Shared Lives Service which will undertake the matching of people in these arrangements and provide ongoing support and quality monitoring.
   5. This type of arrangement will not, however, meet the tax and regulatory stipulations for Shared Lives services and will be offered alongside, not as part of the Shared Lives services commissioned under this agreement.
   6. In such circumstances, the Provider will be responsible for determining whether the exact terms of the arrangement mean the activity falls outside of the care regulations (if personal care is no longer involved) and the Shared Lives carer is ineligible to claim the Shared Lives tax break (if they are no longer using their home as a care or support base).
   7. Where personal care is being provided but is not being provided in the Shared Lives carer's home and family, the Provider will need to consider whether this constitutes a supported living arrangement, rather than Shared Lives arrangement, which will need to be registered accordingly, and purchased through a Direct Payment or under alternative contractual arrangements with LCC which relate to supported living.
   8. The Commissioner would welcome the development by the Provider of other forms of support which may help to delay or prevent more intensive social care involvement, or in time lead onto the person's use of Live in Shared Lives support. Such arrangements may include befriending, circles of support or companionship provided in the home of a family carer, which can be purchased by the person or their carer through their own resources.
2. **Homeshare**
   1. Homeshare is an arrangement in which a householder with a room to spare in their home is matched with another person who provides an agreed amount of support in exchange for their accommodation.
   2. Householders will often be frail older people who benefit from having the company of person living with them and help in a range of daily living tasks, but similar arrangements exist elsewhere for younger disabled people who need support to live independently and family carers.
   3. “Homesharers” will often be people who are unable to afford or cannot find housing, including students and trainees in public sector services, people on low incomes and those needing temporary accommodation.
   4. Homeshare is an unregulated arrangement in which personal care is not provided. The support provided does not usually exceed 10 hours a week.
   5. The Shared Lives Provider will explore the likely viability and sustainability of establishing this service model in Lincolnshire.
   6. The Provider will submit to Commissioners at the end of Year 1 a written report which will:
      1. Assess the feasibility and benefits of establishing Homeshare in the city of Lincoln, other urban areas and rural parts of the county.
      2. Consider options for partnership working in the delivery of Homeshare, potentially with other independent and voluntary organisations specialising in the delivery of low level support for older people in their own homes.
      3. Set out the minimum quality requirements and standards in respect of the safety of a Homeshare arrangement, as regards the assessment and vetting of participants, referral routes, matching, ongoing support and safeguarding.
      4. Assess the cost implications for individual householders, including the rules applying to the Single Person Council Tax Discount.
      5. Clarify the potential uses of housing benefits and personal budgets to meet householder costs.
      6. Advise commissioners about the implications for LCC of the non-contractual nature of the relationship and any risks of a contract of employment or tenancy rights being established within the Homeshare arrangement.
      7. Assess the ongoing costs of running and monitoring a Homeshare scheme, including the recruitment, assessment and matching of participants and providing ongoing support to maintain the arrangements and resolve any issues.
   7. The Written Report:
      1. Will not represent any work or outcomes that are already included
      2. will be submitted to the Council for their consideration and approval in the form of a business case and must clearly state the new terms, objectives and required resources for consideration.
      3. The Council is not bound to accept the business case but will confirm any acceptance or refusal within 90 days of submission
      4. Upon an acceptance of the business case for development of Homeshare service, it will form a new schedule to this contract and will be subject to the terms and conditions of this contract unless explicitly stated otherwise within the new schedule.
   8. Should LCC subsequently decide to proceed with the development of a Homeshare service, any financial support towards the setting up of a scheme will be limited and proportionate and given in the clear expectation that the scheme will become self-sustaining within an agreed period of time, funded entirely from fees paid by the Householder and the Homesharer. There is no obligation on the Council to go ahead with the Provider's proposal.
3. **Potential Scope of Shared Lives Services**
   1. Shared Lives may be particularly suitable for people who wish to live more independently, but at the present stage in their life do not want to live on their own. Shared Lives is able to offer more immediate and consistent help, friendship and reassurance in contrast with what at times can be the transitory and changeable nature of support provided in other forms of supported living.
   2. Nationwide, Shared Lives Providers have shown an ability and willingness within the core elements of their services to offer this unique and highly personalised approach to people with a wide range of needs, diagnoses and requirements.
   3. The Service will therefore operate an open referral arrangement and, across the core groups listed in Section 7.2, may be considered as, but not limited to, an option for people in the following circumstances:

* Young people from the age of 16 in their transition to adult life.
* Care leavers who are preparing for a move to greater independence.
* People with social care needs who are moving from the family home into other supported living arrangements.
* People who are seeking alternatives to residential care or other supported living arrangements.
* People who are currently placed out of the area and are moving back into the county.
* People with social care needs who are former offenders or are at risk of offending.
  1. Day support and short breaks elements of Shared Lives care may be an appropriate option as part of the support provided for a person following their discharge from hospital, or to prevent re-admission to hospital, helping the person regain their confidence and manage their own condition.
  2. In these circumstances Shared Lives will be part of a person's planned discharge from hospital, potentially where they have used Shared Lives short breaks services previously, and will be distinct from NHS assisted hospital discharge and intermediate care pathways, and entirely separate from other elements of home from hospital support commissioned by LCC.
  3. Anyone with an eligible social care need, irrespective of any protected characteristic under the Equality Act 2010, will be able to consider and will be assisted to consider these services as a means of advancing their wellbeing and meeting their personal outcomes.
  4. Commissioners recognise that Shared Lives will not be a suitable or preferred option for all people and that the Provider will not be able to guarantee an appropriate match in all instances. It is intended that a revitalised programme of carer recruitment, which will attract a greater diversity of carers, together with bespoke training across the range of protected characteristics, will increase the likelihood of a match being available.
  5. Work will be done jointly by care and assessment practitioners and the Provider to ensure that any presumptions about a person's needs and interests not being suitable for Shared Lives are challenged and subject to proper scrutiny. Decisions about whether the Provider is or is not able to meet an individual’s needs as a result of being unable to find an appropriate ‘match’ will always be on the basis of an objective and reasoned assessment in accordance with procedures agreed with Commissioners.

1. **Targeted Growth in Shared Lives**
   1. LCC's primary concern is to achieve growth in Live in Shared Lives arrangements, but considers Shared Lives sessional day support and short breaks to be both valuable stand-alone elements of the service and for some people an essential part of the pathway towards a Live in arrangement over a number of years.
   2. In comparison with the baseline position at the commencement of the contract, the Commissioner expects growth to be achieved in all elements of Shared Lives set out in Section 9.2 in each year of the duration of this contract.
   3. On the basis of figures available at the time of writing this specification, existing Shared Lives arrangements in Lincolnshire comprise:

Table 2: Current contracted arrangements

|  |  |  |
| --- | --- | --- |
| Live in Arrangements | Short Breaks | Sessional Support |
| 40 | 5 | 2 |

* 1. These are a combination of directly commissioned services, together with those funded through Direct Payments and arrangements made on a self-funding basis.
  2. Given the necessity for the Provider to establish and develop a service in accordance with the requirements set out in this agreement, Commissioners consider that a minimum increase in the number of arrangements year on year of 20% is realistic.
  3. LCC's longer term ambition for Shared Lives services is to match the highest performing areas nationally in terms of Shared Lives arrangements.
  4. The Provider will be required to set out and deliver an ambitious growth strategy in order to achieve Lincolnshire's objectives and commitment to the delivery of:
* Developing alternative ways for Practitioners to maximise their use the service.
* Personalised communication with practitioners and commissioners.
* Effective awareness raising.
* The proactiveresponse to changes in demand for support in social care and health in Lincolnshire
* Diversification to meet the needs of people who may not have considered Shared Lives
  1. A baseline analysis of current usage and growth potential undertaken by SLP in August 2017 found that, on the basis of figures for people using Shared Lives as a proportion of the adult social care population in the year to 31st March 2016, at 0.53%, the level of provision in Lincolnshire is consistent with that of the East of England region which has the lowest use of Shared Lives nationally.
  2. Together with the relatively slow expansion achieved in the take up of Shared Lives services in Lincolnshire in recent years, these growth figures demonstrate the scale of this challenge, and the capability, enterprise and ambition needed on the part of the Provider.

1. **Growth in the recruitment of Shared Lives Carers**
   1. Commissioners recognise that the expansion of Shared Lives is dependent on the Provider's success in engaging appropriate people to become Shared Lives carers, and wishes to see this prioritised.
   2. To provide sufficient choice in the matching process, the Provider will need an on-going and proactive approach to the recruitment of carers, ensuring at all times that the available number and range of potential placements exceeds the level of referrals.
   3. This will be achieved through the combination of the recruitment of new carers, where possible and appropriate by encouraging existing carers to increase the number of placements they support, and ensuring that people have opportunities to move on to other forms of support should they wish to do so, perhaps making use of the supplementary support services outlined in Section 10.
   4. The Provider will demonstrate the ability to overcome a series of challenges and uncertainties in respect of the recruitment and retention of carers; specifically whether existing Shared Lives carers will be willing and able to support additional people as part of the growth strategy, how many people newly recruited carers will be willing to support and whether carers will be willing and able to provide more than one element of support.
   5. The Provider will positively manage the expectations and commitment of people who have been recruited as carers but have not yet received any referrals; keeping in regular touch with carers, developing carer forums potentially and providing opportunities for communication and mutual support amongst carers.
   6. The Provider will endeavour to recruit Shared Lives carers in all areas in the county, drawn from a diverse range of backgrounds, with the skills and experience to meet the varied needs of people who may want to use the Service.
   7. In doing so the Provider will engage with potential Shared Lives Carers in a range of ways, including but not limited to:

* Actively recruiting carers on an on-going basis and through focused marketing campaigns; by word of mouth, in the local press and on social media
* Using a range of activities to raise the visibility of Shared Lives and initiate conversations with potential carers
* Having readily available and updated, information about the caring role as an opportunity people may want to consider
* Learning from successful approaches to carer recruitment in other Shared Lives schemes and SLP, in related service areas such as fostering, and existing good practice locally
* Involving people who use Shared Lives and Shared Lives carers in the recruitment of carers whenever possible
* Targeting recruitment in certain localities and amongst key groups in order to attract people with specific backgrounds and experiences.
  1. The Provider will regularly make contact with and become an integral part of wider networks, community groups and services which represent people who may potentially become carers. This will include but will not be limited to:
* Partnership Boards and networks across statutory services
* LCC's provider of carers services
* Faith or community groups
* Schools and colleges
* Student social workers and student nurses
  1. The Provider will further promote the role of the Shared Lives carer as a career choice by:
* Attending conferences, forums and gatherings
* Hosting open house days for potential carers
* Giving talks and presentations involving people using the services, Shared Lives carers and Shared Lives workers.
  1. Commissioners would like to see Shared Lives carer support groups and networks develop in each local area for mutual support and joint working.

1. **Joint Working to Deliver Growth**
   1. In supporting the Provider to accomplish these key objectives, the Commissioner will establish and facilitate an Implementation Working Group, comprising the Provider, commissioners and lead practitioners, which will meet regularly during the mobilisation of the new contract.
   2. The group's terms of reference will be to begin the process of:

* Ensuring referral pathways are understood and embedded in adult social care practice and in mental health care.
* Regularly raising awareness of Shared Lives as a support option with care management.
* Seeking assurances from care managers that Shared Lives is considered as an option where relevant for each person requiring supported living and short breaks.
* Informing professionals about the availability, timescales and essential processes involved in establishing Shared Lives.
* Making practitioners in Children's Services aware of Shared Lives as an option in the planning from transition from the age of 14.
* Making partners in the NHS aware of the potential relevance of Shared Lives in the on-going transformation of health services.
  1. A key focus of the group will be to develop ways of condensing the processes and timescales involved in establishing a Shared Lives arrangement wherever possible in order to ensure that the Service is seen by practitioners as a responsive and timely option which can considered at short notice.
  2. During the contract term, LCC will:
* Actively manage the contract, providing a channel of communication through contract management to care management and other service areas.
* Develop a Shared Lives section in the Lincolnshire Care Directory.
* Revise and regularly update information about Shared Lives held in the Adult Care Procedures Hub on LCC Connects.
* Regularly include updates and reminders for practitioners about Shared Lives in the Adult Care Practice Bulletin.
* Provide regular updates at Adult Care and Community Wellbeing Leadership Forums.
* Include Shared Lives as part of ongoing co-production work towards LCC's accommodation and supported living options within the new Learning Disability Partnership.

1. **Improved Awareness of Shared Lives** 
   1. Raising awareness of Shared Lives services will be a key priority for the Provider initially, as will the development of constructive relationships with commissioners and ways of helping people and practitioners take Shared Lives into consideration as an option in the planning of support.
   2. The Provider must be able to evidence, with reference to an annual advertising and marketing plan, activities that are being undertaken and are planned in order to raise awareness of the Service amongst people who may potentially use the Service, family carers, professionals and the general public.
   3. In publicising and promoting the potential of Shared Lives the Provider will:
      * + Share success stories showing the benefits and outcomes of the Service.
        + Provide attractive and accessible information about Shared Lives - co-produced by people who use the Service.
        + Work with LCC in support of LCC's duties under the Care Act to provide a range of accessible information and advice about services for people with eligible needs and the wider public.
        + Provide information that is clear and accessible for all, that explains the care and support being offered, how it works and how to access services.
        + Provide information in a wide variety of forms; via the internet, leaflets, face-to-face meetings, use of peer contacts and local media.
        + Become a supportive partner to groups that represent potential users of Shared Lives; recognising that for some people, older family carers for instance, future planning decisions need to be made over many years and often without a clear commitment, and that a family's views about Shared Lives may develop and change over time.
   4. LCC will ensure the Provider is introduced to the relevant partnerships in place across Adult Care and Community Wellbeing, but will expect the Provider to establish and develop its own connections with and take an active interest in the wider aims of these and other networks, and demonstrate an ongoing commitment to partnership working.
   5. The Provider will develop and host accessible and regularly updated web pages dedicated to Shared Lives in Lincolnshire.
   6. The website will provide a publically available summary of any vacancies and opportunities within the Service. Updated on a monthly basis, this will include the type of vacancy (Live in, day support, short breaks) and its approximate location in the county.
   7. The Provider will make available to practitioners in a password protected area of the website, or by email to the Contracts Officer for dissemination to professionals in LCC and LPFT, a detailed list of vacancies updated on a monthly basis. The will include the name of the carer, the type of vacancy, an outline of the carer's interests, a brief description of the accommodation, its general location, who else lives there, what people enjoy doing, what types of support the carer can provide and who for, what they themselves would like to gain from having someone live with them, whether there are pets at the house, what is available locally, etc.
2. **Effective Partnership Working**
   1. The Provider will establish and maintain open, constructive and supportive relationships with front line social care and mental health staff with a focus on:

* Maintaining regular contact
* Sharing knowledge
* Recognising achievements and the challenges facing others
* Being honest about time and resource constraints and suggesting how these can be minimised
* Sharing common values and working to strategic health and social care objectives in the context of Lincolnshire's Health and Wellbeing Strategy, Sustainable Transformation Plan and adult care commissioning strategies
* Focusing on collaboration and the development of positive connections and relationships
* Establishing a reputation for being constructive, helpful and progressive
  1. The Provider will make available up to date knowledge and information about the Service, regularly talk to social care teams, check their understanding of Shared Lives and send out email updates.
  2. The Provider will be an approachable and constructive source of advice and guidance, act with honesty and openness about service and practice issues and seek to resolve issues.
  3. The Provider will organise joint engagement and awareness raising sessions for Shared Lives Carers and staff and social care practitioners.
  4. The Provider will work with LCC to assess the closer alignment of Shared Lives with child fostering arrangements, considering whether a Shared Lives Arrangement is an appropriate option for a young person in foster care, foster carers becoming Shared Lives carers, and the transfer of the foster carer and young person to the Shared Lives scheme.
  5. The Provider will explore the potential for growth in Shared Lives Services as a result of the ongoing health and care reforms in the county, including the refocusing of the NHS towards the use of community based care, the introduction of personal health budgets and the on-going integration of health and social care.
  6. The Provider will regard these as opportunities for Shared Lives to support people with a health need in the community, including those with long term health conditions, people requiring NHS funded intermediate care to facilitate hospital discharge and people who are Continuing Healthcare funded[[6]](#footnote-6).
  7. The Provider will work with Commissioners to develop innovative ways of reaching out to and encouraging people who use services, family carers and practitioners to think about Shared Lives as an option in the early stages of support planning. This may include but will not be limited to:
* Establishing close working relationships with social workers and hospital discharge practitioners to enable them to identify at an early stage people who are likely to need accommodation and support and may want to consider Shared Lives.
* Creating flexibilities within the service for people to use a combination of Shared Lives services; a person potentially living with one Shared Lives carer in a long-term arrangement and having Sessional support and short breaks from another.
* Developing ways for people to sample a service without commitment.
  1. The Provider will undertake an annual stakeholder survey of people who may potentially use the Service, family carers, professionals and the general public in order to evidence over the lifetime of the agreement:
* A substantial improvement in the awareness of the Service.
* A substantial improvement in partnership working and networking.

**Service Delivery**

1. **Payment Model for Shared Lives arrangements**
   1. The payment model for Live-In Shared Lives arrangements underpinning this agreement is in line with recognised and long-established practices in Shared Lives schemes nationally.
      1. Payment levels will be determined by the Local Authority
      2. Shared Lives carers will receive a fixed payment for their services, rather than an hourly rate.
   2. The cost model for this element of the Service which is further elaborated in Section 3b, will include a weekly payment to Shared Lives Carers, inclusive of the care and support and other elements, which will be funded by the Council and on occasion based on assessment, the individual using the service. The Shared Lives carer will also through the individual, receive rent through their housing benefit, and a further board and lodgings payment. On a monthly basis the Provider will be paid the Shared Lives Carer's banded price along with the Provider's management fee element, where the Provider will pass on the Shared Lives Carer's banded price onto the Shared Lives Carer.
   3. The Provider will provide the person using the service with clear information about these costs in a form that the person finds easy to understand.
   4. LCC recognises that Live in Shared Lives arrangements are not intended to provide 24 hour support. Arrangements for the person's support during the times when Shared Lives Carers are taking a break from their role during the day will be agreed before the Arrangement commences and stated in the person's Support Plan as part of the Arrangement Agreement.
   5. An individual living in a Shared Lives arrangement may wish to receive day support by attending building based or community activities, or being supported into paid or voluntary work.
   6. Where the person does not have planned activities, employment or support elsewhere at these times, it is the responsibility of the Provider to ensure the person has access to meaningful activities of their choice. An option would be for the person to receive Sessional support from another Shared Lives Carer if appropriate.
   7. Shared Lives carers are expected to support someone at home during the day if they are too unwell to attend day support or their place of work.
   8. Unless a risk assessment has indicated otherwise, the person must be able to spend time alone in their home in the absence the Shared Lives carer if this is their choice.
   9. The Commissioner's funding of individual Live in Arrangements will be for 52.14 weeks of the year.
   10. Shared Lives Carers who provide Live in care will be entitled to receive breaks from their caring role amounting to four weeks each year. In line with advice contained in SLP Guidance, the payment made to the carers will include an increment that reflects the cost of these breaks.
   11. Commissioners would like to see the person have the choice of sharing the break or holiday with the Shared Lives Carer, having a holiday of their own choice, or having support on a reciprocal basis from other Shared Lives Carers where the needs and interests of people in the respective arrangements coincide.
2. **Financial Management**
   1. To enable Commissioners to fully understand the Provider's cost base and the cost implications of decisions taken or being considered, the Provider will operate in accordance with Open Book Accounting in relation to all aspects of service.
   2. The Provider will make available to Commissioners as required and as a minimum a breakdown of:
      1. Costs attributed to the delivery of the Service, including the Provider's direct staffing costs e.g. number of positions, vacancies, FTE status, NI and pension contributions, Indirect staffing costs e.g. travel, training, mobile phones, and non-staffing costs e.g. premises costs, rates, utilities, corporate overheads, contribution to surplus etc.
      2. Payments in respect of individual Arrangements including payments to Shared Lives Carers and Support Carers.
   3. LCC will commission care with Shared Lives carers only through the Shared Lives scheme in order to be assured that the care they commission is safe, of good quality and compliant with regulations governing the provision of personal care.
   4. In accordance with SLP guidance 'Defining Shared Lives' 2013, LCC acknowledges that Shared Lives arrangements will always be arranged and monitored by the registered Shared Lives scheme.
   5. Commissioners acknowledge that a person may use a Direct Payment or other private resources to purchase Shared Lives support. Such an arrangement will always be made with the Shared Lives provider, not directly with carers. These arrangements fall outside of this Service Specification but the Commissioner expects the Provider to ensure a consistently high quality of service is delivered, irrespective of the contractual and funding arrangements in place.
   6. In these circumstances, a Shared Lives Arrangement Agreement will be in place in which all three parties (the individual, the Shared Lives carer and the Shared Lives scheme) agree that the care being purchased is: arranged and monitored by the scheme; that the Shared Lives carer will have the same obligations to the scheme as they would in any other Shared Lives arrangement and; the scheme is ultimately responsible for quality and continuity of care.
   7. In accordance with the Lincolnshire County Council Non Residential Adult Care Contributions Policy <https://www.lincolnshire.gov.uk//Download/105248> people who are assessed as eligible for care services from local authorities are expected to contribute towards certain elements of their care, if they are assessed as being financially able to pay.
      1. Options for how to pay contributions will be offered as part of the person's financial assessment.
      2. Where necessary, the person will receive the support of the Shared Lives Carer to set up and maintain a means of payment for this contribution. This can be by:

* Direct Debit
* Allpay – payment card
* Direct Payment – the person pays their assessed contribution into their direct payment account.
  1. To accommodate the needs of people with physical disabilities and mobility requirements, there may in some circumstances be a need to carry out adaptations to the Shared Lives Carers' home. Aids and adaptations may include minor items of equipment such as grab rails and portable ramps but, in accordance with LCC's intentions to make Shared Lives accessible for people with more complex needs, adaptations may also include walk-in showers, stair-lifts, etc.
  2. The need for such an adaptation and the prospect of any financial contribution by LCC towards the costs of the work will be considered on a case by case basis. LCC will work with the Provider to explore opportunities for the grant funding of adaptations, including through the Disabled Facilities Grant.
  3. LCC will separately specify the terms of any repayment required by the Shared Lives Carer upon completion of the Service in respect of work that has led to an appreciation in the value of the property, unless the adaptations are likely to be used for the provision of subsequent Shared Lives Services. In these circumstances, the Shared Lives Agreement specification will be co-produced by LCC and the provider on a case by case basis.
  4. The Provider will make sure that robust and effective procedures and systems are in place to ensure financial safeguarding. The Provider will monitor and systematically check operational practice across the Service to ensure adherence to these procedures by all staff and Shared Lives Carers.
  5. Where a person lacks the mental capacity to manage their own welfare benefits and there is no other person suitable to fulfil the role, the Local Authority will act as Corporate Appointee for the receipt and management of welfare benefits and arrange the payment of the person's living costs.

1. **Referrals to Shared Lives** 
   1. Within two months of the contract commencement date, the Commissioner and Provider will agree and combine into one set of procedures their respective requirements for referrals to the Service and required timescales, taking into account the stipulations and time requirements of LCC's care management procedures, including the Adult Care risk enablement process.
   2. The joint Implementation Working Group referred to in section 15.1 will formulate written procedures and which will include:
      1. clear work flows covering:
   * the practitioner's initial conversation with the person about the potential option of Shared Lives (Council)
   * the person being provided with necessary information and guidance to consider (Council)
   * the person's agreement to consider this option further (Council)
   * the practitioner making an initial vacancy check using details provided via the contracts team (Council)
   * the practitioner making a referral (Council)
   * On the day of the referral, the Provider to acknowledge receipt of the referral and arrange with the Practitioner for the Provider to contact the person directly where appropriate.
   * The Practitioner sends through the Service Users care and support requirements to the Provider following the initial contact via secure email along with an outline profile of the person's needs and interests
   * Within two weeks of the date of the referral, the Provider to have made a preliminary assessment of the person's needs against information held about existing Shared Lives Carers and vacancies, arrangements for initial visits
   * Completion of the Shared Lives arrangement form by all four parties
     1. A standard referral form for all elements of the Service, and the option for a phone referral.
     2. Arrangements for the person, family carers and practitioners to be regularly updated about progress with the referral and any delays.
   1. For Live in arrangements, short breaks and sessional day support, the Commissioner's outline requirements are:
      1. to have made the Person and the Practitioner aware in writing of either:
         1. the availability of a carer who might meet the person's needs, and to have made arrangements for the person to meet with the carer, or
         2. the inability of the Service to meet the accommodation and/or the support needs of the person and the reasons for this
   2. The Provider will record the source of the referral i.e. health care professional, social care professional, voluntary sector organisation, self-referral, and make this information available as part of the performance information requirements set out in Section 3c and 3d.
2. **Matching Process**
   1. Practitioners will provide information about the person's needs and wishes in the form of the person's Adult Care Assessment and additional specialist information which the Practitioner considers is relevant to the referral.
   2. The Provider will seek to identify Shared Lives carers who the person may wish to consider. This will take into account the potential carer's knowledge and experience, their interests, where they live in relation to the person's preferred location, the home environment and any cultural and religious considerations.
   3. The Provider will visit the person and their family, informal carer or paid carers as appropriate in the person's home and will gather all necessary information about the needs and wishes of the person over a period of time comfortable to the person.
   4. The extent and nature of this matching process will depend on the type of service being considered. In proposed Live In arrangements the person should be able to consider several options.
3. **Introductory Visits**
   1. The length of the introductory period will be determined by the type of service element being considered and will be agreed by all concerned at the start of the arrangement.
   2. The person will be able to meet the Shared Lives carer(s) and other members of their household, see the accommodation, and ask any questions they may have about the family and the support that can be provided.
   3. The visits will include overnight stays if the person will be having short breaks or Live In support and will provide all assistance necessary to help the person and the Shared Lives Carers feel comfortable about going ahead with the arrangement.

**Shared Lives placement management and support**

1. **Service Arrangements at Short Notice**
   1. LCC recognises that a thorough and measured matching process lies at the heart of achieving a successful Shared Lives Arrangement.
   2. Nevertheless, an overly protracted approach to the setting up of a Live in arrangement can be a significant obstacle to practitioners giving serious consideration to Shared Lives as a service option, particularly where people who may potentially benefit from Shared Lives need accommodation and support at short notice.
   3. LCC wishes to see the timescales for making an arrangement compressed whenever possible, enabling arrangements to be made at relatively short notice. In doing so, the intention is not to weaken the matching process or lessen the focus Shared Lives places on person centred outcomes, but to ensure that the processes for making an arrangement are delivered as effectively and efficiently as possible.
   4. Working jointly with LCC, the Provider will therefore:
      1. Ensure referral pathways are clearly specified and accommodating of the operational requirements and timescales affecting both the Commissioner and Provider.
      2. Specify the background information, assessments and funding confirmation expected of practitioners to enable the Provider to respond at short notice.
      3. Demonstrate an aspiration to the minimising of arrangement timescales where possible and appropriate by:

* Offering flexibility and a solution-focused approach to the way referrals and arrangements can be made.
* Being open to early, exploratory discussions about Shared Lives as an option without obligation.
* Giving consideration to the use of the short breaks element of the Service which may then lead to a Live in arrangement.
* Tailoring information and contacts to specific circumstances and key points of transition in a person's life, including planned discharge from hospital, transfers from Children's services to adulthood and a person's move from the family home in later life.
* Encouraging openness and learning with a focus on minimising timescales.
* Reviewing the matching process to ensure it is timely and responsive.
* Enabling practitioners to discuss a potential arrangement informally with the scheme before making a referral.
* Recruiting carers who are specifically able to provide support at short notice, possibly while a more appropriate match is found.
* Establishing an organisational culture of working to shorter timescales.
  1. Arrangements delivered at short notice will be distinct from situations which pose an immediate risk to a person who is already known to the scheme and is a user of Shared Lives services.
  2. Such circumstances, which may include the admission of a Shared Lives carer to hospital. will require an urgent response from the Provider as set out in Section 9.2.4.

1. **Service and Support Agreements**
   1. The Provider will ensure that a written agreement, signed by all parties, is in place setting out the service that will be provided to meet the needs of the person
   2. Known as a Shared Lives Arrangement Agreement, this will be made in relation to each individual arrangement. The Agreement will be between the person using the service, the Shared Lives carer, the scheme and any other person involved in commissioning the service (care manager, social worker, family member). The agreement will incorporate the responsibilities and expectations of all those involved and include details of the plan of care of the person using the service.
   3. The Agreement will detail as a minimum:

* The financial contribution the person will make towards heating, lighting and food.
* How the costs of the person's support will be paid for.
* Any extra services which have to be paid for i.e. Sessional support.
* The responsibilities of the person, the Shared Lives carer, the Provider and the practitioner in relation to the Shared Lives arrangement.
* The role and funding of any Shared Lives Support Carer hours.
* How and when the person’s needs will be reviewed.
* The period of notice that will need to be given by the Shared Lives carer and the person to end the Shared Lives arrangement.
  1. Support Planning:
     1. The Person's Support Plan shall include key contact details, input from other agencies, personal profile and daily routines
* The person's personal details and preferences.
* Any communication needs and how these will be met.
* Whether the person requires support in speaking up for themselves or making decisions and, if so, how this will be provided.
* People who are important to the person and arrangements for staying in touch with them.
* The person’s social, cultural and spiritual needs and how these can be met.
* Any specialist equipment the person needs and how this will be provided.
* What food and drink the person prefers and any special dietary needs.
* The person’s activities and leisure interests.
* The person’s personal care and health needs.
* Potential risks, including any restrictions to the person’s choices and freedoms which may be necessary for their own safety or the safety of others.
* Any other services the person receives and how these will be co-ordinated with their Shared Lives arrangement, if necessary.
  + 1. The Provider will undertake a full risk assessment jointly with the person and Shared Lives Carer as applicable, which will be retained and available for reference by LCC if required and reviewed as changes arise. The risk assessment will relate to the person's health, safety, wellbeing and ability to manage their essential daily routines.
    2. Where there is a requirement for a person to receive support with their personal finances, this must be agreed and specified in the Support Plan.
    3. This will cover the responsibilities, legal compliance and safeguards in place in respect of:
* Supporting the person with welfare benefit applications, including signposting them to sources of expert advice.
* Supporting the person to use money, budget and make payments.
* Helping to person to understand information about bank accounts and transactions.
  + 1. The person may also need support and advice in respect of delays in processing Universal Credit applications once this benefit is introduced in the person's area, meaning that there may be a delay in the person's ability to pay their rent or board and lodgings contribution.
    2. The Support Plan will set out arrangements for continuity of care should the Shared Lives Carer not be able to provide care due to sickness, holiday or any other reason.
    3. The Commissioner and Provider will jointly ensure the Support Plan is regularly reviewed and updated in response to emergencies, changes in need and the wishes of the Person using the service.
    4. There will be a review of the total payment package in the light of any change in the level of need of the person or the requirements made of the Shared Lives carer(s). Reviews will be held at least annually or more frequently if the needs of the person are changing rapidly.
    5. All parties will work on developing a protocol for joint-reviews, ensuring that the Provider is aware in advance of plans for practitioners to visit or undertake a review by phone.
  1. Licence Agreement:
     1. The Provider will provide the person with a written licence agreement that explains the basis on which a person can live in a Shared Lives carer's home, setting out what is the included in the weekly charge, the householder's responsibilities and the person's own responsibilities, and the process for ending the agreement.
     2. If necessary, the licence agreement will be accompanied by an easy-read prompt sheet to help the person to understand their rights and responsibilities.
     3. The practitioner and Provider will seek advice if it is established that the person does not have the capacity to understand that they are signing a contract, they have responsibilities to pay rent and have responsibilities in terms of their use of the accommodation.
     4. At the time of issuing the agreement, it will be explained to the person and their representatives that Live in Shared Lives arrangements do no offer security of tenure.
     5. The Provider must ensure from the outset of an arrangement that a person using the scheme will not be at risk of being left homeless as a result of failings on the part of the Shared Lives carer to meet financial, contractual or mortgage obligations pertaining to the property.
  2. Carer Transitions
     1. Referrals to the Service, and potentially applications from people wishing to become Shared Lives carers may include the transfer of people and carers from other types of care service or from other Shared Lives schemes.
     2. This may include for example, situations where a young person who will have eligible needs as an adult under the Care Act, wishes to consider transferring, along with their foster carer, to the Shared Lives scheme.
     3. LCC and the Provider will seek to work proactively to give advance planning of such transitions, ensuring whenever possible they commence before the young person's 17th birthday to enable the foster carer to complete the Shared Lives assessment process in advance.
     4. There may be instances where, to avoid any interruption in the person's care, the Provider will be required to adopt a supportive, flexible and timely approach to the carer's application and assessment to be recognised as a Shared Lives carer. This may include being flexible in the timing of the carer approval panel and the prospective carer's completion of the Shared Lives training ahead of their approval as a carer.
     5. Where this involves the transition of person and carer from foster care, once the foster carer has begun the Shared Lives assessment process they will receive the Live-in payment from the date of the young person's 18th birthday (or earlier by agreement).
     6. In the event of the carer being unsuccessful in their application to become a Shared Lives carer, the Council will reconsider the referral and the payment to the Shared Lives service will cease.
     7. The stages of such transitions will be further considered within the remit of the Implementation Working Group which will agree protocols to:
* Clarify arrangements for the transfer of Shared Lives carers from other schemes and other types of care.
* Clarify the interface with LCC's foster care and Staying Put arrangements (which provide for a young person aged 18 to remain with their foster carer to age 21)
* Ensure prospective Shared Lives carers working in other types of care are well informed about their obligations – including any differences in the regulatory and tax arrangements and the payments made.

1. **Shared Lives Outcomes** 
   1. The Care Act explicitly requires that services provided and commissioned by local authorities promote an improvement in the wellbeing of a person who is eligible for support.
   2. Wellbeing is defined here as a person's sense of how their life is going, through the interaction between their circumstances, activities and their own resources and includes the following key domains:

* Personal dignity (including treatment of the individual with respect).
* Physical and mental health and emotional wellbeing.
* Protection from abuse and neglect.
* Control by the individual over day-to-day life (including over care and support provided and the way it is provided).
* Participation in work, education, training or recreation.
* Social and economic wellbeing.
* Domestic, family and personal.
* Suitability of living accommodation.
* The individual’s contribution to society.
* Independent Living[[7]](#footnote-7).
  1. In providing services that are recognised and promoted as being bespoke and person-centred and which focus on the outcomes that people say matter most to them, the Shared Lives Service will need to demonstrate that the people it supports have genuine choice and control in all aspects of their lives.
  2. The requirements of Shared Lives Services in Lincolnshire, which are set out in Table 3 against each of the Wellbeing domains, are drawn in part from work done to establish the expectations of people who use Shared Lives and may potentially use Shared Lives undertaken by the PSSRU, University of Kent in 2013[[8]](#footnote-8).
  3. The Provider will work to the individual outcomes identified and agreed within the Person's Support Plan and be able to clearly evidence progress how these are being promoted by the Provider fulfilment of the requirements in Table 3. This will include, for example, showing where the level of care provided will be adapted to the person' changing needs and wishes - potentially reducing in line with gains in the person's independence.
  4. The Commissioner expects the Provider to develop innovative and inclusive ways of evidencing that:
* These outcomes are being delivered overall.
* The Provider has adopted a flexible approach to focusing on "which aspects of wellbeing matter most to the individual concerned" (Care Act sec 1.11).

Table 3: The requirements of Shared Lives Services in Lincolnshire

|  |  |
| --- | --- |
| **Care Act Wellbeing Requirements** | **Expectations of the Shared Lives Service** |
| **Independent**  **living** | The support provided:   * Enables the person to live as independently as possible in respect of their personal care, buying personal items, washing and caring for clothes, bedding, etc, preparing and cooking meals, snacks and drinks. |
| **Personal Dignity/treating individual with respect** | * The support provided: * Shows respect for the person's individuality and chosen lifestyle, referring to the person by their chosen name. * Provides personal care that could be given by a caring relative or friend, offered with regard to each person's wishes. * Treats people courteously and with respect. * Supports the person to fulfil any religious or cultural practices in respect of personal care, dress, significant calendar dates, and festivals. * Respects the person's privacy, their need for confidentiality and the person's personal space. |
| **Physical and mental health, emotional wellbeing** | The Provider ensures that the Service:   * Supports the person in all aspects of their physical health. * Sensitively supports the person with continence care if and when required. * Recognises any emerging and enduring physical, emotional and mental health needs and act accordingly. * Ensures the person has access to appropriate treatment and support in managing long term conditions both independently and with assistance from the necessary professionals. * Supports the person to attend their GP, hospital, dental and optician appointments, etc when/if required. * Supports the person in making healthy lifestyle choices, providing dietary/nutritional advice, physical and mental stimulation exercise/sport, appropriate therapies and relaxation. * Supports the person to access and engage with opportunities that provide meaningful activity. * Supports the person in their taking of medication, enabling them to manage their own medication whenever possible. * Ensures the person has support to access an annual health check. * Has an awareness of the contributory psychological and emotional factors that may initiate and or perpetuate behaviour that challenges the service. * Works with the person, the carer and other professionals in understanding and appropriately responding to the causes of behaviour that challenges and providing positive behaviour support. * Helps the person to eat well, to manage their diet, encourages them to take exercise and involves them in active pursuits. * Creates a sense of stability in the person's life, offering them peace of mind (settled accommodation, finances, planned times, support with arrangements) * Offers support for mental health and wellbeing, helping the person manage long term conditions thereby reducing the need for urgent contact with services. * Enables the person to live as independently as possible in terms of household tasks cleaning, tidying, cooking, and gardening. |
| **Protection from abuse and neglect** | The support provided:   * Helps the person feel safe and supported, gives reassurance and guidance. * Provides the basis of a stable and secure lifestyle. * Provides continuity of care. * Takes an interest in the person's wellbeing and safety. * Enables the person to have equality of access to community life, support to challenge discrimination and exclusion. |
| **Control by individual over day-to-day life** | The support provided:   * Helps the person to live the life they want to live. * Helps the person make informed decisions and be aware of the opportunities and options available. * Helps the person to understand risks to their health, safety, wellbeing and their ability to manage their essential daily routines. * Supports the person to find ways of managing any risks effectively so that they can still do the things they want to do. * Enables the person to manage their own support and how their support is delivered. * Gives time and attention to the person, listens and responds to the person's views and wishes about their support is delivered. * Provides the person with information and guidance in a style and language appropriate to them. * Augments communication with, as applicable, Makaton, signing, symbols, verbal, photographs, supported technology. * Helps the person to build confidence and self-esteem and feel they can have a meaningful impact on the world around them. * Responds to the person's hopes and aspirations in ways that are positive, encouraging and supportive. * Provides the person with the freedom to make decisions in the knowledge that there are people who care about them and provide back up. * Supports the person to manage their own finances. * Enables the person to try out new things in a supportive setting. * Enables the person to access independent advocacy as required. |
| **Participation in work, education, training, recreation** | The support provided:   * Introduces the person to and enables them to take part in varied hobbies and interests. * Assists the person to find out about and access employment, volunteering and learning opportunities. * Enables the person to sample new and different experiences. * Assists the person to access community activities. * Assists the person to learn independent living skills and live as independently as possible. * Assists the person with opportunities to travel independently and with support. * Assists the person with opportunities for holidays. * Assists and encourages the person to take a full part in the running of the household. * Assists the person with literacy and numeracy skills, communication and learning. |
| **Social and economic wellbeing** | The support provided:   * Helps the person develop wider social and informal networks. * Gives the person support and confidence to overcome social isolation. * Gives the person assistance with their personal finances in budgeting, payment of bills dealing with correspondence, applying for benefits and the ordering goods and services. * Assists the person to maximise their income by making them aware of and providing them top support to claim relevant benefits. |
| **Domestic, family and personal relationships** | The support provided:   * Enables the person to pursue an ordinary life within their chosen family and relationships. * Helps the person establish or re-establish relationships with their family and communities. * Supports and encourages people to maintain their relationships with friends and family. * Helps the person feel included as part of a family and have a sense of belonging. * Ensures the person feels valued and appreciated. * Provides company, friendship, opportunities to meet people. * Enables the person to have a pet if they choose |
| **Suitability of living accommodation** | The Provider ensures that the Service:   * Provides the person with a comfortable and safe home environment. * Provides the person with a home they can call their own. * Helps the person maintain a safe and secure lifestyle in an ordinary environment. * Provides the person with the opportunity to move on to a lifestyle which suits their changing needs. |
| **Individual’s contribution to society** | The support provided:   * Offers opportunities for the person to feel included in their community, and to be valued in society. * Enables the person to have a voice and role in the community. * Enables the person to vote and participate fully in society. * Helps the person to find and access opportunities to help others in the community. * Enables the person to feel valued by their communities and feel like they belong. |

1. **Employment Status of Shared Lives Carers**
   1. The following guidance is drawn from supporting information for Shared Lives services published by CQC in 2013.[[9]](#footnote-9)
   2. Shared Lives carers are recognised by HMRC as being self-employed. However, for the purpose of care regulation they are considered to be employees under the definition of employment contained in the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010 in relation to Shared Lives carers working under a Carer Agreement.
   3. A Shared Lives carer agreement is an agreement entered into between a Shared Lives scheme and a Shared Lives carer for the provision, by that carer, of personal care and support to a person using the service together with, where necessary, accommodation in the carer's home. This agreement is the contract between the Shared Lives carer and the Shared Lives scheme.
   4. Shared Lives carers are not paid by the hour and do not work to a fixed schedule, but are paid in line with the expectations set out in the Shared Lives agreement. Shared Lives carers do not employ staff to help them provide personal care.
   5. It is the responsibility of the Provider to:

* Advise the Shared Lives Carer about Qualifying Care Relief
* Advise the Shared Lives Carer about regulation requirements in respect of services
* Ensure Support Carers are approved by the Scheme and not directly employed by the Shared Lives Carer.
* Provide advice and support to Shared Lives Carers regarding their tax related responsibilities and making claims for tax relief

1. **Recruitment and Appointment of Shared Lives Carers**
   1. In accordance with SLP guidance, the Provider will appoint an Approval Panel, made up of people who are independent of the Provider to consider the applications of people wishing to become Shared Lives Carers and make recommendations to the Provider about their appointment.
   2. The Panel will consist of local social care professional's people; people independent of the service, people that access local services, as well as neighbouring Shared Lives scheme staff and carers where possible.
   3. The Provider will ensure that prospective Shared Lives Carers:

* Are provided with up-to-date and comprehensive information about the Service and service requirements.
* Obtain enhanced DBS disclosures as required.
* Are equipped with the competencies, qualities and skills required to meet the individual needs of the Persons with whom they are matched.
* Have received the pre-Arrangement and necessary specialist training.
  1. The Provider is required to have in place an agreement with each Shared Lives carer, which constitutes a contract between the Shared Lives carer and the registered person as set out in Section 24.2.
  2. Arrangements will only be approved in suitable premises which are monitored in respect of compliance with
* Health and safety requirements
* Public liability insurance
* Household insurance
* Suitability of accommodation to the individual needs of the person receiving the care.
  1. The Provider will ensure that Shared Lives carers are aware that regular house insurance does not, alone, provide adequate cover for the task of supporting people in their home. Insurance elements and levels recommended by SLP are set out below. The Provider will ensure these are regularly reviewed in the light of any changes nationally in policy and guidance and in respect of circumstances pertaining to individual Shared Lives carers.

* Public & Products Liability £10,000,000
* Abuse sub-limit any one period of insurance £5,000,000
* Malpractice GBP £5,000,000
* Professional Indemnity (including Libel and slander) £2,000,000
* Employers’ Liability (Contingent) £10,000,000
  1. The Provider will meet formally at least once per year with each Shared Lives Carer to review their performance in accordance with the requirements of the CQC National Minimum Standards.
  2. The Provider will ensure that:
* Shared Lives Carers maintain their knowledge and understanding of the required standards of service delivery and have an awareness of changes in relation to policy and practice, the Standards and the Regulations.
* The on-going training needs of Shared Lives Carers are met to enable them to meet the changing needs of the people they support.
* Each Shared Lives Carer has regular opportunities to access training which meets their individual training needs.
* Each Shared Lives Carer receives and participates in a minimum six monthly formal supervision/appraisal sessions.
* A bespoke Induction programme based around the 15 Care Certificate Standards is provided to ensure that all newly appointed carers are prepared for their role and fully understand the tasks and responsibilities. This must be supported by on-going professional development and regular supervision.
  1. Shared Lives workers will make regular visits (at least once every 3 months) to the person's home, and will make unannounced visits if there are any concerns about an arrangement.
  2. The Provider will supply LCC with a current and regularly updated list of Shared Lives Carers, their addresses, contact details, the nature of the support provided and the names of people being supported.
  3. Primary responsibility for the recruitment, appointment, support and management of Shared Lives Carers, together with facilitation of the matching process, will lie with the Provider. In exceptional circumstances, the Commissioner may, with the knowledge of the Provider, engage with Shared Lives Carers directly in order to gain a full impression of the delivery and quality of the Service.

1. **Shared Lives Support Carers**
   1. SLP Guidance 7.10 defines Shared Lives Support carers as 'people who are identified from within the family and community network of the main Shared Lives carer or from elsewhere to provide additional support to or substitute for the Shared Lives carer in the main carer's home or using that as their base. They will have a specifically defined role in relation to the support they give which will be defined and agreed by the scheme. They may be unpaid approved volunteers (receiving expenses only) or be paid'.
   2. A Shared Lives Support Carer may be identified to fulfil some additional support needs, such as when:
      1. The person takes part in activities outside of the Shared Lives arrangement or goes on holiday without their Shared Lives carer.
      2. The person has high levels of care where some additional support alongside the carer is needed; such as when the person has personal care needs which the Support Carer is expected to meet, and involves an overnight stay or time alone with the Support Carer and the person to be supported lacks capacity.
   3. The Provider will ensure guidance is in place in respect of the role generally and specifies clearly:
   * How Shared Lives Support Carer's role differs from that of the Share Lives Carers who has a primary role in providing support.
   * What specifically defined role the Shared Lives Support Carer has in relation to the support.
   * Whether the Shared Lives Support Carer is paid or not.
   1. The Provider will be responsible for managing the assessment, recruitment and approval of Shared Lives Support Carers and any on-going training needs.
   2. The Provider must have written guidelines about payments made to Shared Lives Support Carers, including the status of Support Carers as self-employed workers. The Commissioner will require confirmation of the Scheme's full compliance with HMRC rules in respect of payments to Shared Lives Support Carers.
   3. The recruitment of Shared Lives Support Carers as identified by the Live-In Carers from their own social and family networks is crucial in ensuring consistency of the Arrangement. They will need to be provided with the relevant training and appropriate checks undertaken.
2. **Employment of Shared Lives Workers and Managers**
   1. The Commissioner expects the Provider to deploy a sufficient number of suitably qualified, competent and experienced staff to enable them to deliver the Shared Lives Service to the level and standard set out within this Service Specification at all times.
   2. The Provider will:
      1. Comply with all recruitment policy and legislative requirements.
      2. Ensure potential staff and managers have undergone all appropriate checks including Health Declaration and Disclosure and Barring declarations, and confirmation of the person's right to work in this country.
      3. Obtain written references for applicants from at least two sources, one being the last or most recent employer, prior to appointment.
      4. Ensure background checks are completed before new staff are approved and undertake any duties, and DBS clearance certificates should be available to the Commissioner to view upon request.
      5. Ensure employees undergo a probationary period and have a contract of employment or formal agreement specifying conditions of service including sick pay, holiday pay, normal hours of work, whether work is guaranteed and a written job description.
   3. In respect of on-going training and development, the Provider will:
      1. Establish and maintain an up to date staff training and development matrix that meets essential standards of quality and safety and demonstrates a strong emphasis on supporting people to achieve their stated outcomes.
      2. Devise an induction and on-going staff training checklist which will be agreed with the Commissioner. Signed by the Provider and the new member of staff upon completion of induction training, the checklist will be subject to spot checks by the Commissioner where requested.
      3. Ensure all staff receive effective support, training, professional development, supervision and appraisals that are necessary for them to carry out their role and responsibilities effectively. This may include the provision of bespoke training which is designed to respond to the particular needs of Shared Lives Carers.
      4. Make certain its staff receive appropriate safeguarding training in order for them to fulfil their safeguarding responsibilities under the Multi-Agency Safeguarding of Vulnerable Adults in Lincolnshire policy and procedural guidance.
      5. Develop guidance for carers and staff in the support of a wider population of people, including older people and people with dementia, young people in transition to Adult life, transition to Shared Lives for people in later life, support of people with autism.

**Quality requirements**

1. **On-call and out of hours arrangements.**
   1. The Provider will establish and maintain an on-call rota system and arrangements that enable Shared Lives Carers to contact the Provider in the event of an emergency out of office hours.
   2. This will include but will not be limited to a failure in any of the support arrangements in place to meet the needs of a person; the absence of the Shared Lives carer, absence of Shared Lives workers, loss or damage of property of equipment, illness, accidents or other emergencies affecting the person' wellbeing.
   3. People who use the Service will be provided with guidance about the out of hours emergency contact arrangements in a format that they are able to understand and use.
   4. The Provider will provide Commissioners with a written outline of the on call arrangements in place, confirming that these will provide a level of support that will meet any eventuality in the Service and comply with registration requirements.
2. **Emergency Accommodation and Support**
   1. If an emergency affects the ability of the Shared Lives carer to continue to provide care in accordance with the Shared Lives Arrangement Agreement, the Provider, with the full involvement of the person using the service, their family and practitioners, will do everything possible to make alternative arrangements.
   2. Such arrangements may range from the care and support of a person for a few hours if their carer is briefly delayed or absent, to the temporary accommodation and support of a person, overnight if needed, within the home of another Shared Lives carer.
   3. The primary role of the Service in such circumstances will be to ensure a safe, short term, arrangement for the Person whose immediate needs will be met as effectively and quickly as possible.
   4. Emergency arrangements which involve the on-going accommodation and support of a person in the home of another Shared Lives carer will be arranged and managed by Provider in accordance with SLP Guidance 2.04 and strictly with the knowledge and agreement of the Commissioner.
   5. The Provider will have in place policies and guidance covering these eventualities and including requirements for the Provider's notification of the Commissioner within agreed timescales.
   6. It is the responsibility of the Shared Lives carer to inform the Shared Lives scheme immediately if an emergency or crisis happens and to record this in line with the scheme’s incident recording procedures.
3. **Ending an Arrangement**
   1. The period of notice for ending a Live-In arrangement, on the part of the person and the Shared Lives Carer, will be recorded in the Shared Lives Arrangement agreement.
   2. Other than in exceptional circumstances, the minimum period of notice will be four weeks.
   3. An Arrangement may end as a result of a change in the person's circumstances or those of the Shared Lives carers, the arrangement may no longer be able to meet the person's needs or relationships within the Arrangement may have broken down.
   4. Wherever possible the Provider will ensure a review is held to discuss these issues and to identify other options that may be available, including the possible continuation of support until alternative arrangements can be made.
4. **Behaviour that Challenges the Service**
   1. The Provider is responsible for providing high standards in support of people whose behaviour may at times be harmful to the person and others around them.
   2. The Provider will have in place clear policies and procedures, agreed with Commissioners, for the identification, recording and support of behaviours that challenge the service.
   3. Working closely with the person, their family, Shared Lives carers, practitioners and other professionals, the Provider will seek to:

* identify any triggers for the behaviour
* help the person find self-expression in other ways
* provide Shared Lives carers and Shared Lives workers with all necessary guidance and training
  1. Where a person is assessed as requiring physical intervention for their own safety or the safety of others, or the use of prescribed medication, the exact nature of the behaviour and the responses required will be clearly documented in the person's support plan.
  2. This will be in line with statutory guidance in the Mental Capacity Act and Regulation 11 of the Health and Social Care Act 2008 (Regulated Activities) Regulations 2010.
  3. CHT - recommend that all Shared Lives Carers undertake Level 1 inNon-Abusive, Psychological and Physical Intervention (NAPPI) training. Level 2 may be appropriate on a case by case basis if we feel that physical restraint is required.

1. **Mental Capacity**
   1. The Provider will have policies in place in relation to the Mental Capacity Act (including restraint, consent and deprivation of liberty).
   2. The Provider will ensure that Shared Lives carers and staff operate within the requirements of the Mental Capacity Act (2005), and that options for supported decision making are made available where necessary in all aspects of the Service.
   3. The Provider will ensure its staff and Shared Lives Carers comply with Regulated Activities Regulation 18 (and amendments) in terms of obtaining the consent of the person using the service or the person lawfully authorised to consent on their behalf in order to provide care and support.
   4. The Provider will provide clear guidance and leadership in respect of best interest decision making, restrictions on and the deprivation of liberty, delegated decision making (powers of attorney and the Court of Protection) and limits to best interests decision making as they apply in Shared Lives and where the role of decision makers in statutory health and care services apply.
   5. The Provider will ensure that any restriction on the rights or freedom of people who may lack capacity is kept to the minimum necessary.
2. **Independent Advocacy**
   1. The Provider will always be alert to and will raise awareness of a person's need for independent advocacy.
   2. Independent advocacy services in Lincolnshire are required to prioritise advocacy referrals for which LCC has a statutory duty. Advocacy services are, however, available for people who are eligible for social care support, including those who use Shared Lives services, and have substantial difficulty in being engaged in matters concerned with the delivery of their care and support which fall outside of the criteria for advocacy in the Care Act.
   3. These matters are likely to require time limited interventions and may include advocacy support with issues concerning:

* The complaints process
* Personal Budgets and Personal Health Budgets
* Employment Issues
* Accommodation and housing
* Finances
* Legal issues
* Loss of services
* Complaints about Adult Care
* Complaints about the Police
* Caring responsibilities
* Relationships with family
* Future Planning
* Physical Health
* Medication and consent
* Concerns with a care Provider

**Service Management**

1. **Assistive Technology** 
   1. The Provider will give consideration to and raise with Commissioners the potential uses of electronic equipment and other assistive technologies in Shared Lives Arrangements that may promote the person's independence, help manage or eliminate risk and provide greater privacy or dignity.
2. **Vehicle Use**
   1. In agreeing to the use of vehicles by Shared Lives Carers and Support Carers to transport any person who uses the Service, the Provider will ensure:

* the driver has a valid and applicable licence
* the vehicle has a current MOT Certificate and is in good roadworthy condition
* is suitable for the people being transported
* that Shared Lives Carers drive carefully with reasonable consideration to the needs of the Persons whom they are transporting, including the making of allowances for breaks in each journey where this is reasonably necessary
* Seatbelts in the vehicle are in good working order and are used by the driver and the passengers throughout each journey.
* The vehicle is fully and comprehensively insured
* Shared Lives workers and Carers must have business insurance for the use of a vehicle.
* The Provider will ensure annual checks are made of the MOT, tax and insurance status of any vehicles used by Shared Lives workers and carers

1. **Service Management**
   1. The manager of the Service will have a relevant qualification in social work, occupational therapy, nursing or management (Diploma in Management Studies, NVQ Level 4) or Registered Managers award, or equivalent qualifications and experience.
   2. Arrangements acceptable to the Commissioner will be in place to cover for the absence of the Manager. If the Manager is expected to be absent for more than 14 days, the Commissioner will be informed and the cover arrangements confirmed.
   3. The Provider will ensure it has an office base that enables it to respond to queries, concerns and emergencies. People who use the Service must be able to contact this base by telephone (at the cost of local rates or below), by email or in person.
   4. The Provider of must display their CQC rating in a place where it is clearly visible and include this information on their website, together with the latest CQC latest report.
   5. The Provider will make available in a range of accessible formats and will display prominently, full guidance about the Shared Lives service, a statement of the purpose of the Service and the referral and acceptance criteria in place.
2. **Business Continuity and Emergency Planning** 
   1. The Provider will have in place a Business Continuity Plan covering the significant risks or threats to the Service. The Plan will be reviewed and updated at least annually and will remain reliable and fit for purpose.
   2. The Provider will test the Business Continuity Plan at least annually, focusing on the strategies or contingencies in place for the key risks to service provision. The Commissioner may request sight of the plan as part of the annual review.
3. **Policies and Procedures**
   1. The Provider will ensure it maintains up to date written policies and procedures which clarify the standards the Provider seeks to attain and that these are publicly available.
   2. All operational policies, procedures, guidance and working practices will need to correspond to the standards set out by SLP, either using standard versions produced by SLP and adapted to fit the needs of the Service, or versions produced by the Provider which the Commissioner assesses as complying with these essential standards.
   3. In addition to policies and procedures specifically referred to as requirements elsewhere in this specification, at a minimum, written policies and guidelines must be in place with regards the following:
      1. Employment Practices

* Harassment and bullying
* Smoking, alcohol and drugs
* Disciplinary and Grievance procedures
* Working with volunteers
* Learning and Development
  + 1. Care Practices
* Administration of medication
* Moving and Handling
* Helping people stay healthy
* Communication
* Personal care
* Key holding
  + 1. Financial Management
* Handling the finances of people using the service
* Safekeeping of valuables
* Payments for goods and services
* Management of people’s finances
  + 1. Support with Relationships
* Sexuality and personal relationships
* Safe friendships and relationships
* Family, friends, culture and community
  + 1. Support Planning
* Assessing a person's need for support
* Emergency Shared Lives Arrangements
* Matching
* An agreement setting out the Shared Lives Carer's responsibilities
* Licence agreement
* Review and monitoring
  + 1. Costing Services
* How Shared Lives Arrangements are costed and funded
  + 1. Emergency Practices
* Dealing with emergencies and crises

1. **Complaints**
   1. The Provider will have in place a complaints policy and related procedures which will:
      * Enable and empower people to be able to make complaints
      * Ensure that all complaints made through the complaints policy are recorded with a written record of the outcome
      * Set out clear timescales for the resolution of complaints and methods for complaints to be escalated where necessary
   2. The Provider will ensure the policy is fair and open, that there are clear stages and follow up actions and that independent support is provided should the person have substantial difficulty in raising the complaint.
   3. The Provider will adopt a strong approach to the duty of candour, ensuring there is a culture of openness and honesty when something goes wrong.
2. **Safeguarding**
   1. The Provider will have in place a Safeguarding policy and procedure, which all staff (including Shared Lives Carers) shall be made aware of, understand and adhere to. The Safeguarding policy and procedures will be reviewed at least annually and incorporate learning from any safeguarding enquiries.
   2. The policy and procedure will reflect the Care Act statutory guidance, the Lincolnshire Safeguarding Adults Board Multi-Agency Policy and procedural guidance, and be compliant with Section 11 of the Children's Act 2004.
   3. The Provider's policies and procedures will support the reduction or removal of safeguarding risks, as well as secure any support to protect the adult where there are safeguarding concerns.
   4. Professional curiosity should form an integral part of the organisation's safeguarding practice, involving exploring underlying concerns, additional questioning and reflective practice techniques.
   5. Information about the Provider's Safeguarding policy and procedures and guidance on raising concerns about abuse or potential abuse will be shared with people using the services, those close to them, their advocates, those lawfully acting on their behalf and staff.
   6. The Provider will ensure staff have an awareness of the possibility of abuse, the possible signs and symptoms of abuse to both adults and children.
   7. The Provider will ensure all staff understand their responsibilities to respond to and report allegations of abuse or harm, and are fully aware of how to do this.
   8. The Provider will take action to follow up any allegations and concerns in line with the Multi-Agency Safeguarding Procedure.
   9. The Provider must include the safeguarding of adults and children in induction and training at a level appropriate to staff members’ roles in the Safeguarding Adults process of alerting the correct agencies in the case of suspicion of abuse.
   10. The Provider must ensure that staff know the requirements needed in making accurate, factual records at the time of a concern and the need to date and sign all written records. A
   11. The Provider will ensure that all incidents of suspected abuse are responded to in accordance with the Lincolnshire Multi-Agency Safeguarding Policy and Procedures.
3. **Record Management**
   1. The Provider will ensure proper records are maintained, including but not limited to assessment, support plans, risk assessments, other confidential information and:

* Incident Reports
* All Safeguarding matters
* Notes of any 'best interest' decisions made under the Mental Capacity Act 2005
* RIDDOR (Reporting of Injuries, diseases and Dangerous Occurrences Regulations 0213).

1. **Confidentiality and Data Protection**
   1. The Provider will ensure that all documentation, including that held by Shared Lives Carers, is stored in a secure manner, ensuring confidentiality at all times.
   2. The Provider will ensure that all service related records, including the name and address of people using the services, are kept up to date and remain available for inspection at any time by the Commissioner and the CQC upon request.
   3. Other than in exceptional and specified circumstances, where the person's safety is threatened, the Provider must have the person' permission before disclosing information about them to a third party.
   4. The Provider will meet in full its responsibilities under newly introduced the General Data Protection Regulation (GDPR).
2. **Whistleblowing**
   1. The Provider will have a clear and accessible whistle blowing policy that is reviewed regularly, is shared with person using the services, those close to them, their advocates, those lawfully acting on their behalf, and staff.
3. **Staff Conduct** 
   1. The Provider will have in place a policy relating to the conduct of contracted staff, Shared Lives carers and support carers, including as a minimum, standards, monitoring and resultant action in respect of the abuse, exploitation or discrimination of people using the service and expectations in respect of respect of gifts or bequests from people in Shared Lives arrangements, personal relationships and general behaviour.
   2. Staff employed directly by the Provider must carry personal identification when making home visits, including a photograph, their name, signature and the Provider's name, address and telephone number.
   3. Identification must be shown when requested by a Shared Lives Carer, person using the service, the person's representative or the Commissioner.
4. **Health and Safety**
   1. The Provider will have a general duty of care to all people who use the Service, to Shared Lives Carers and Shared Lives Workers.
   2. Although the Health and Safety at Work Act 1974 does not apply directly to Shared Lives Carers who are self-employed, Shared Lives Carers must take all necessary steps to reduce risks, This includes but is not limited to:

* ensuring their house is safe from any hazards including fire risks
* working safely and efficiently
* following instructions for using any special equipment that the person needs
* using protective clothing and other protective equipment where necessary
* reporting any accidents or dangerous occurrences
* assisting in any investigations of accidents
* following agreed procedures for safe working
  1. The Provider must ensure that Shared Lives workers and Shared Lives carers are provided with all necessary training and information about health and safety issues and have as a minimum policies and procedures covering:
* Health and safety Legislation
* Lifting and handling
* Accidents
* First Aid
* Fire Safety
* Control of Substances Hazardous to Health
* Hygiene and Infection Control
* Medication management
* Food safety and nutrition
* Lone working

1. **Costs of Activities, Meals and Refreshments**
   1. The Provider will have in place in advance of the commencement of the Service, clear policies and procedures, agreed with Commissioners, relating to payment for activities, services and purchases needed in a person's life, some of which may be shared with other people using the service.
   2. This will set out in clear terms, who is responsible for payments and how the costs of items shared with Shared Lives Carers and other people using the service are to be apportioned, and will cover as a minimum:

* Activities/entrance fees
* Holiday costs
* Disability equipment /adaptations
* Food and drink purchases
* Dietary requirements
* Clothes
* Toiletries
* Hairdresser
* Birthday and Christmas gifts
* Furnishings/decoration

1. **Transport Costs**
   1. The Provider will have in place in advance of the commencement of the Service, clear policies and procedures, agreed with Commissioners, relating to the ways in which the transport needs of people using the Service will be provided and paid for.
   2. This will include, but not be limited to, travel to leisure activities, medical appointments, holidays, employment and learning,
   3. The person's Support Plan will set out how the person's transport needs will be met, the level of support they require and agreed arrangement for the payment of travel.

# **SECTION 3b SPECIFICATION – SUPPORTING INFORMATION**

**Home Based Reablement Service**

**PL.15.XXX**

1. **Payment Model for Live in Shared Lives arrangements**

# Payment levels to Shared Lives carers will be decided according to the level of support the Shared Lives carer gives to the service user, rather than the hours worked, in accordance with a set number of payment rates or 'bandings'.

# A definition of each banding which matches that included in the pricing schedule is given below. The lower bandings encompass occasional low level support, through to regular support, perhaps to attend medical appointments and occasional night support.

# Determinants of the progressively higher banding levels may include additional support requirements for people with complex health and care needs, frequent support during the night, continence needs and support with behaviour that challenges the service.

1. **Banding definitions**

# The Council has set the definitions below for the three bandings which will be used to decide the most appropriate band for each Service User. The Provider should select the most appropriate which will be subject to review and further discussion with the individuals social care practitioner and resulting revision at the person's initial and subsequent reviews, potentially being revised downwards as the person develops greater independence'

# The statements in the boxes will not always fit and the statement nearest to the level of support should be chosen without too much agonising. If a Service User's individual needs zig zag across the bands then the banding that is most applicable will be chosen for payment purposes.

Table 4: Shared Lives Banding Definitions

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Band 1** | **Band 2** | **Band 3** |
| Meeting personal care needs | I will sometimes need help or prompting by my shared lives carer(s) with personal care | I will always need my shared lives carer to give me help and/or prompting with personal care in the day | I will always need my Shared Lives carer(s) to give me a lot of help and/or prompting with personal care, including during the night |
| Being alone and safe at home | I can be left without my Shared Lives carer(s) in places that I know for a short time. | I will need my Shared Lives carer(s) about most of the time to keep me safe | I will always needs my Shared Lives carer(s) to be around day and night to keep me safe |
| Eating and drinking | I can eat and drink without support but will need help to make drinks and snacks. | I will need my Shared Lives carer(s) to give me some help to eat and drink. I will need my Shared Lives carer(s) to prepare my meals, drinks and snacks. | I will need my Shared Lives carer(s) to give me a lot of help to eat and drink. My Shared Lives carer(s) will need to feed me and give me drinks. Includes peg feeding |
| Practical daily living | I can and will look after my own room and help with the jobs that need doing around the house. I will need help with shopping. | I will need my Shared Lives carer(s) to give me a lot of help and/or encouragement with household jobs and shopping | I won’t be able to do anything about the house. My Shared Lives carer(s) will need to do all the household jobs and shopping. |
| Managing money | I will need some help from my Shared Lives carer(s) to look after my own money, banking and/or budgeting | I do understand a bit about money but will always need a lot of support from my Shared Lives carer(s) with going to the bank and/or shopping and looking after my money etc | I can’t manage my own money or finances at all. I will need my Shared Lives carer(s) to manage my money for me |
| Health and wellbeing | I can take my own medicine. I will need some support from my Shared Lives carer(s) in managing my long term medical conditions | I can take my own medicine with support from my Shared Lives carer(s). I need a lot of support from my Shared Lives carer(s)to manage my long term medical condition, including making and attending appointments with me | I will always need a lot of help from my Shared Lives carer(s) to manage my long term medical condition and to take my medication |
| Emotional wellbeing | I will need my Shared Lives carer(s) to keep an eye on my emotional wellbeing | I often need help from my Shared Lives carer(s) to try to stay emotionally well. | I need constant help from my Shared Lives carer(s) to try to stay emotionally well. |
| Relationships and being included | I need some support from my Shared Lives carer(s) to make new friends and keep in touch with old friends and help me organise my social life | I need support to go out more and will need my Shared Lives carer(s) to help me find new things to do and come with me until I feel comfortable | I always need support to try out new things in my local community and will need my Shared Lives carer(s) to arrange things for me and often to be with me. This may include help in socialising and making/maintaining friendships. |
| Choice and Control | I make all the decisions but will sometimes need my Shared Lives carer(s) to give me some support and advise me. I will need support to build up my confidence and how I feel about myself. | I will regularly need some support from my Shared Lives carer(s) to make choices and day to day decisions | Other people make most choices on my behalf. I will need my Shared Lives carer(s) to support me to begin to make personal choices, be able to tell people about them and take more control of my own life |
| Taking risks | My Shared Lives carer(s) will sometimes need to help me think about the risks involved in the things I want to do and tell me how to stay safe | My Shared Lives carer(s) will need to spend quite a lot of time helping me to stay safe. There are some things that I do where my Shared Lives carer(s) will need to be with me so that I don’t get harmed. | My Shared Lives carer(s) will need to do a lot to make sure I stay safe. Without constant support I am likely to be in danger of harm |
| Keeping in touch with family and friends | I will need some reminding from my Shared Lives carer(s) to stay in touch with my family and friends | I want to stay in touch with family and friends but will need help from my Shared Lives carer(s) to make phone calls and arrange to meet | I need a lot of encouragement and support to stay in touch with family and friends and will always need my Shared Lives carer(s) to organise this and may need them to come with me |
| Communication | I will need help from my Shared Lives carer(s) when I have to deal with forms, official letters or meetings. | I can find it difficult to make people understand me and sometimes need help to understand them. I will often need help from my Shared Lives carer(s) with people I don’t know or where I feel uncomfortable. | I find it very difficult to make people understand me without help because of my communication difficulties. I will need a lot of help from my Shared Lives carer(s) to communicate with people who don’t know me well. |
| Employment and/or education and leisure | I will need some support from my Shared Lives carer(s) to get myself organised so that I can keep a job, learn new things and take part in activities. | I will regularly need support from my Shared Lives carer(s) so that I can work, learn things or take part in activities | I will need support all of the time from my Shared Lives carer(s) so that I can work, learn things or take part in activities |
| Getting about | I can travel on my own on journeys that I know but will need my Shared Lives carer(s) to take me at other times. | I will often need my Shared Lives carer(s) to take me to the places I want to go | I will need my Shared Lives carer(s) to take me to the places I want to go |

1. **Live in Arrangements**

Support and accommodation for a person which is provided in a Shared Lives Carer's own home and which continues for as long as the arrangement meets the person's needs and wishes.

Shared Lives Carer Payments

Band 1 £243

Band 2 £276

Band 3 £327

The Above payments only related to the carer and support costs. They do not include rent (housing benefit) and any other housing related costs e.g. food or utilities which will be paid to the Shared Lives carer by the Service User through an agreed arrangement.

The above payments will be paid through the Provider to the Shared Lives Carer by Lincolnshire County Council and covers:

• Care and Support as detailed in the Service Users Care Plan

• Cost of picking up/dropping off of service users within a 20 mile round journey.

• The cost of attending training, including mileage

• The cost of attending 2 Carers/Service User meetings, per annum including mileage

• Annual reviews/ monitoring visits/ any other mileage

• Postage

• Landlords gas safety certificates

• DBS checks

• Public liability Insurance

• Shared Lives Plus membership

A Long term Shared Lives Carer will not be paid when the Service User has a short break. However they will retain the housing benefit amount of the payment when the Service User has short breaks. A long term Shared Lives Carer will be expected to take breaks from their Shared Lives work. A short break payment will follow the Service User to the Short Breaks Carer/s.

1. **Short Breaks**

Support for a defined period of days and nights in the home of a Shared Lives carer which enables the person's family carer to have a break from their caring role and gives the person the chance to try new activities and meet new people.

A Shared Lives Short break Carer will be paid carer payments based on the assessed need of the individual who uses the service. The Service User will be banded to one of three rates:

Shared Lives Carer Payments

Band 1 £ 303

Band 2 £ 336

Band 3 £ 387

Short Break payments will be paid pro rata by the day for periods that are less than 1 week. The above payments do not include household related costs e.g. food and utilities. Current rates for ineligibles are £60 per week, this can be pro rata for short breaks less than 1 week.

A higher care/support payment to the Shared Lives Carer reflects that the SL Carer will not be in a position to claim housing benefit (rent).

The SL Carer payment also takes into account all expenses associated with the caring role (training, reviews, meetings, mileage, public liability, Shared Lives Plus membership, and DBS) and amalgamates them to give the SL Carer one whole payment. The payment would only be made when the SL Carer is providing a service but at no other time other than for introduction visits.

Introduction visits will be paid at the lower rate on a pro rata basis for 1 day at £xx.

If a short break is cancelled less than 48 hours before it is due to commence, 50% of the cost will be due and charged to the purchaser. If the break is cancelled more than 48 hours before it is due to commence, no fees will be due.

If a short break terminates early, at no fault of the Shared Lives carer, 50% of the fees for the remaining booked break maybe charged to the purchaser, minus any service user contribution. For every break booked there is a two hour time allowance to allow for delays when picking up or dropping off. However delays beyond this time will be charged at the applicable hourly rate.

1. **Sessional Support**

Support for a defined period during the day, in the evening and at weekends, which is provided in a Shared Lives Carer's own home or in the local community and which enables the person to access social activities, training and education.

A carer who provides sessions will be paid based on 3 bandings:

Band 1 £49

Band 2 £56

Band 3 £62

Shared Lives carers will either provide half day (max 4 hours) or a full day (max 8 hours), per service user. Sessions includes time taken to travel to and from the carer’s home.

The Session Shared Lives Carer payment also takes into account all expenses associated with the caring role (training, reviews, meetings, mileage, public liability, Shared Lives Plus membership, and DBS) and amalgamates them to give the session Shared Lives Carer one whole payment. The payment would only be made when the session Shared Lives Carer is providing a service but at no other time other than for introduction visits.

If the session/s are cancelled by the service user within 24 hours of the service starting then the carer will be paid at the standard rate for one single session.

1. **Mileage**

Shared Lives carers are paid 40p per mile charged as per the requirements of the service user in relation to their support plan and related outcomes.

1. **Introduction visits**

Introduction visits will be paid at the standard rate on a pro rata basis depending on level of the service required.

NB. Introduction visits should be paid day rate session or at short breaks rate (pro rata) for example for an overnight stay. A mileage rate if applicable will be agreed prior to the introduction visit.

1. **General**

Self employed Shared Lives carers will be expected to carry the financial risk in the same way as any other self employed person would. Shared Lives carers will not be paid until they are matched and working with a service user. The time taken to match will vary and cannot be guaranteed.

1. **Tax**

Shared Lives Carers are eligible for tax breaks, given on the basis that the Shared Lives Carer uses their own home for their work

The tax break increases the tax free amount of income by £10,000 + £250 per week (or part week) per individual being supported.

HMRC provide a range of guidance to assist Carers which we recommend Carers refer to.

# **SECTION 3C – CONTRACT & PERFORMANCE MANAGEMENT ARRANGEMENTS**

**Home Based Reablement Service**

**PL.15.XXX**

This section relates to the service levels, key performance indicators and contract management arrangements required to ensure that the contract is being delivered to required standard.

**1. Contract Management Arrangements**

* 1. The Purchaser's Financial and Contract Regulations state the requirement to ensure that value for money is achieved in all services commissioned. It is a requirement that value for money is demonstrated through delivery of positive outcomes for Service users in receipt of commissioned services. Service Commissioners and Providers must ensure that robust contract management is taking place in order to achieve value for money and positive outcomes.
  2. Regular Contract Management Meetings will take place on a monthly basis initially then become quarterly. Meeting dates agreed by Council and Shared Lives Provider.
  3. Reporting requirements are detailed in the tender documents. Annual reviews will take place on the first CMM of the Contract and then on an annual basis and has further reporting requirements.

**2. Responsibilities of the Council**

2.1 The Council will ensure that:

* A Contract Officer is assigned to monitor this contract and work with the Provider to ensure positive outcomes for Service Users
* Contract Management meetings shall be arranged for the forthcoming year on a rolling basis. Frequency of contract management meetings will be dependent upon a risk analysis assessment of the Service.
* Contract Management meetings shall be properly recorded and areas for improvement and action points with reasonable timescales shall be entered onto an action plan which will be shared with the Provider. This may include failure to achieve Key Performance Indicator targets. Compliance with the action plan will be monitored by the Contract Officer. Failure to comply with action plans may lead to a Performance Default as detailed in Section 13, Terms and Conditions of Contract at paragraphs B28 – B30.
* The Contract Management function shall challenge the performance of the service and compliance with the Service Specification.
* Information made available by the Provider shall be scrutinised, analysed and challenged by Contract Officer
* The Contract Officer shall be informed of issues with regard to the performance and/or conduct of a Provider to ensure compliance with the Contract and Service Specification
* The Contract Officer shall be asked for support and advice as and when required
* The Contract Officer will monitor Contract Management Information submitted by the Provider on a weekly, monthly, quarterly and annual basis and discuss any required actions with the Provider.

2.2 An indication of the expected workflow in relation to effective management of Strategic Contracts at the Council:

Step 1: SL Provider to send through required reports xxx days before CMM

Step 2: Council's Contract Manager sends through the completed Strategic Contract Management forum to the SL Provider within xx days of the meeting.

Step 3: SL Provider will sign and return form within 10 days of receipt.

Step 4: Action dates will then be fulfilled by identified parties.

Step 5: The next CMM date will be arranged on the expected quarterly basis however if there are concerns they will be arranged on a monthly basis.

2.3 It is the intention that Contract management meetings will be held between the Purchaser and the Provider on a monthly basis for the first 6 months of the contract and quarterly thereafter. The Performance Data, Management Information and Key Performance Indicator data will be collected from the Provider on a monthly basis.

2.4 The Purchaser may request a contract management meeting with the Provider at any time or may increase the frequency of contract management meetings if any concerns in the following areas are identified:

* Service level
* Contract compliance
* Contract Value and payments
* Quality
* Issue of a default Notice
* Complaints
* Risk to the Purchaser

2.5 The frequency of the contract management meetings is also subject to change throughout the duration of the contract.

2.6 The Provider shall be issued with an agenda prior to the contract management meeting. The standard agenda items are subject to change throughout the duration of the contract.

2.7 The Purchaser retains the right to canvass confidentially the views of the Service users and/ or their representative in relation to the Service.

**3. Responsibilities of the Provider**

3.1 The Provider will:

* Meet or exceed KPI Service Levels as detailed in Section 3c and 3d at all times.
* Submit the required information, as outlined below, at the required intervals.
* Where performance targets are unlikely to be met or where the Provider is experiencing any difficulties it is important that the Provider alerts the Contracts Officer at the earliest opportunity.
* The Provider shall at all times co-operate with the processes of the Purchaser for monitoring, evaluation and quality audit in whatever way reasonably requested, and shall provide copies of any documents that are reasonably requested by the Purchaser.
* The Provider shall maintain regular communication with the Contracts Officer in whatever way reasonably required by the Purchaser.
* The Provider shall allow the Contracts Officer or his representative's reasonable access to the premises where the Service is provided, including access to all documents relating to the performance of the Service under this Agreement.
* The Provider shall make available relevant information concerning Service users on request from the Purchaser.

**4. Performance Management and Monitoring Information**

1. Key Performance Indicators shall be used as a tool to assist management and monitoring of contract performance. The provider shall provide all Monitoring Information required. The data to be provided is detailed in 4.6 and 4.7.

**Outcomes/Performance Framework**

* 1. The Provider shall work in partnership with the Council in regards to the Council's statutory obligations and policy ambitions to enable people with eligible needs to live within the community as independently as possible and to receive the best possible service in accordance with their chosen lifestyle and wishes.
  2. The Provider shall ensure the sustainability of care arrangements, through minimising the number of packages that breakdown, i.e. where the persons needs deviate from what the carer can provide. To ensure a high level of customer satisfaction both for Provider and Service User alike.

**Outcomes - Quantitative Performance Indicators**

* 1. The provider shall monitor referrals into their service and give feedback to referral sources and discuss reasons for refusal to improve future referral numbers.
* The number of new Shared Lives Carers recruited against the target in Section 13.5 and Section 6b pricing schedule spreadsheet.
* The total number of Shared Lives Carers supporting one or more people against tragets set at the end of year 1.
* An upward trend in the number of referrals received
* Percentage of cases achieving compliance with the referral timescales as per KPI targets determined at implementation.

**Outcomes - Qualitative Performance Indicators**

4.5 Shared Lives Plus together with the Personal Social Services Research Unit (PSSRU) have developed a Shared Lives Outcome Measurement Tool called ‘My Shared Life'. This focuses on outcomes that are specifically relevant for people who use Shared Lives services, including the benefits for people of sharing in the family and community life of the Shared Lives carer and the progress and positive life decisions they are making.

4.6 The outcomes measures in Section 3a, paragraph 25, Table 3 have drawn on preparatory work for this tool, which involved an analysis of a range of survey responses to establish what people who use Shared Lives expect from the service.

4.7 Commissioners wish to see the Provider develop a version of this approach in Lincolnshire, which will involve Shared Lives workers regularly asking people for their feelings about the quality of the service provided, the benefits it has had for them personally against each of the key wellbeing indicators in the Care Act and comparing these findings at regular points over the duration of person's use of the service.

4.8 In accordance with the Shared Lives Plus Statement of Purpose, feedback from people who use the Service, their family carers and advocates will be gathered whenever the person's Support Plan is reviewed and by:

* Involving people in working or consultation groups when working practices or policies and procedures are being reviewed.
* Arranging occasional surveys of people who are using Shared Lives arrangements and their families as appropriate.
* Asking the person how the arrangement is going whenever the work of their Shared Lives carer is being reviewed.
* Involving people in quality of life audits.

4.9 In the reporting of these findings, Commissioners wish to see emphasis given to the positive stories and case studies of people in Shared Lives arrangements in Lincolnshire, as both qualitative evidence of service delivery and a means of promoting the benefits of Shared Lives.

Table 5: Key Performance Management Information

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | *Management Information requirements* | *Reporting deadlines* | *Layout of Information required* | *Method* |
|  | **Annual Contract management Meetings (ACMM)**  (both Provider and LCC attend) | | | |
|  | Submission of proof of:  Insurances and Quality Assurance | Annually – by September | Scan of the documents requested  Annual Report:  -Contact Details if updated or amended.  -Business Continuity Plan – to include an potential placement risks/potential breakdowns  -Registration details if updated or amended  -Annual Business/Action Plan  -Utilisation of Funding Form  -Staffing, recruitment & retention  -Training Matrix  -Quarterly Cross Centre Accounts  -Efficiency gains or savings  -End of year Financial Report | Copies of documents sent to the Contract Manager |
|  | Assess and evidence the individual clients experience for 100% of clients annually | Annually – by September | - Evidence of positive outcomes for Service Users  -Evidence of service user improvements made through involving the service users in receipt of support | Conversations with staff about day to day life, samples of plans, case studies. |
|  | Annual Market engagement plan to be developed for the year to recruit SL Carers | Annually – by September  Then monitored quarterly against plan | Information on:  Types of events; details on targeting for specific skills. Develop case studies on the website on examples of Shared Lives carers | Advertising and Marketing Plan |
|  | Monthly Service Quality Review Meetings (LCC only) | | | |
|  | New and Existing Shared Lives Carers that have availability | Monthly – before the 8th of the month and prior to the LCC internal Service meetings | A profile of available shared Lives carers providing details on:  Location, Type of placement provided; Type of client groups that are suitable; no of vacancies, skills, interest and experience. | Monthly via website portal and via secure email to Contract Manager |
|  | Referral routes to date by Stakeholder and by Shared Lives service accessed |  | Media used for referral  Source of referral by organisation/ or self-referral |  |
|  | Quarterly Contract management Meetings (QCMM)  (both Provider and LCC attend) | | | |
|  | Details of existing individual clients:  Age  Gender  Ethnicity  Level of need (low, medium, high)  Client type | Quarterly – within 10 days of end of quarter |  | Performance Reports sent via email prior to CMM |
|  | Details of placement type for current placements for each Client group under Existing and New | Quarterly – within 10 days of end of quarter |  | Performance Reports sent via email prior to CMM |
|  | Number of individual clients who left the Shared Lives scheme in the reporting period by placement type | Quarterly – within 10 days of end of quarter | Provide a breakdown based on reasons e,g, moved to another service, independence, other shared lives provider, deceased etc. | Exit interview  and  Performance Reports sent via email prior to CMM |
|  | No of placements by placement type that are funded via Direct payments | Quarterly – within 10 days of end of quarter |  | Performance Reports sent via email prior to CMM |
|  | No of individual clients who have required support from an Advocate and accessed support from an Advocate in the reporting period | Quarterly – within 10 days of end of quarter |  | Performance Reports sent via email prior to CMM |
|  | No and detail of complaints and details of the outcomes received by the SL Service within the reporting period | Quarterly – within 10 working days of end of quarter | Brief detail of outstanding complaints and what is being done.  Number of Formal Complaints  Number resolved within 28 days  Number upheld  Number awaiting outcomes (at period end) Number of Low Level Complaints  Number of Compliments | Performance Reports sent via email prior to CMM |
|  | Number of visits to Shared Lives Carers for  • spot checking /monitoring  •supervision | Quarterly – within 10 working days of end of quarter | Names of SU (initials will do)  Type of Service User: e.g. LD  Brief detail of improvements/issues noted.  Next steps agreed with SL Carer.  To include an potential placement risks/potential breakdowns | Performance Reports sent via email prior to CMM.  Outcomes reviewed uploaded to Mosaic (Council's case management system) |
|  | Notifiable incidents, within the specified period;  •Number of deaths of service users  •Safeguarding Alerts by Provider  •Any other incidents notifiable to the CQC. | As soon as the incident occurs | Service User initials  Brief detail on the Alerts and next steps | Using LCC specified documents and sent via email to ASC Contracting. |
|  | Details of training provided to SL Carers within the reporting period against targets | Quarterly | List of training offered and level of take up against Essential and Desirable and Overall percentage completed/incomplete  Training Provision:  First Aid; Basic Food Hygiene; Manual Handling; Mandatory Shared Lives Training; Mental Health Awareness;  Parkinsons Awareness;  Safeguarding;  Dementia Awareness; etc. in accordance with the training matrix | Provider self- declaration and training needs analysis plan / progress. |
|  | Details of Staffing and any training courses attended by Staff |  | Includes: changes to Staffing: Vacancies and recruitment being undertaken;  List of induction training; Updates and changes to training. | Updated Training matrix |
|  | Assess and provide a response to all referrals within a calendar week of referral | Quarterly – within 10 days of end of quarter | numbers achieved of total as a % achieved within the two week referral with narrative for any delays.  No accepted.  No declined and no declined due to lack of capacity | Using a Referral form developed by LCC and Provider. And a Referral outcome report. |
|  | Details on accepted referrals |  | Achievement on agreed timescales based on the needs of the individual. | Based on requirements detailed on Referral form. Performance reporting |

\*(note: all serious concerns / incidents will need reporting to the Commissioners in line with requirements set out within this contract)

1. **Quality Assurance**

5.1 The Provider shall be expected to provide Quality Assurance through providing evidence of:

* Carrying out activities related to supporting Shared Lives placements and signpost appropriately to other services for any other interventions
* Ensuring the safety of individuals while under their care.
* Performing risk assessments when the Service requires it, and make them available to the Council if requested, to ensure business continuity
* Ensuring all policies, protocols and procedures of organisation, including and relating especially to health and safety, financial, clinical, employment, confidentiality and human resources policies will be available and assessed through the annual Contract Management process.
* Ensuring any exceptions or complaints by ethnicity, disability, gender and age that details and actions are taken to resolve issues, within one month of the quarter end.

1. **Monitoring Progress** 
   1. The Provider shall work with the Council to agree how best to meet the performance monitoring requirements listed above. These are service minimum requirements and shall have to be communicated regularly to the Council, through the contract management process:

**Annually**

* 1. The Provider shall produce an annual report on the services delivered to include performance and outcomes. Specific requirements are listed in the Table above.

**Quarterly**

* 1. The Provider shall report on the quarterly contract management performance measures and management information as required on Table above.

**Audit**

* 1. The provider shall be required to undertake audits – being mutually agreed by both parties (Council/Provider).

**7. Payment, Performance and Invoicing.**

The Provider should produce valid monthly invoices to the Council. The annual contract value will be as per the Providers tendered price detailed in Table 1 and 3 of Section 6.

7.1 The Provider will be paid as follows:

**Year 1** – A guaranteed management fee based on the current contract volumes for Live in arrangements multiplied by the new contract management fee then divided by 52.14 weeks and divided by 12 months. This will be paid on a monthly basis as a lump sum.

Calculation: *Current live in arrangements (40) x new contract management fee (as per pricing schedule calculations) x 52.14 = annual amount / 12 = monthly guaranteed payment*

The Shared Lives Carers fee will be paid on a monthly based on actual volumes and based on the tariffs as detailed in section 3b as set by the Council.

**Years 2 to 5** – The management fee paid will be based on actual volumes going through the service. The Shared Lives Carers fee will be paid on a monthly based on actual volumes and based on the tariffs as detailed in section 3b as set by the Council. Both amounts will be paid together per arrangement.

*Calculation: Actual live in arrangements + (weekly Shared Lives carer's amount + new contract management fee) (as per pricing schedule calculations) x 52.14 = annual amount / 12.*

1. **Remediation Plans and Service Credits**
   1. If a service level for any targeted measure, which at the outset of the contract applies to measure numbers 6, 7, 8 and 9 falls below the target set, as defined in Section 3d the Council will work with the Provider to develop a Remediation Plan. The Remediation Plan will include actions and timescales for the improvement of the service level in question. The content of the Remediation Plan will be agreed between the Provider and the Council and approved by the Council.
   2. Service Credits have been linked to Indicator measure numbers 6, 7, 8 and 9. These indicators are described in Section 3d.
   3. If a service level for one or more of measures 6,7,8 and 9, as defined in Section 3d, falls below the target set, the Council will work with the Provider to develop a Remediation Plan as described in 8.1 above, to be approved by the Council. The Council may also invoke a Service Credit. The Service Credit will be applied in the period following the reporting period.
   4. On conclusion of the agreed Remediation Plan period, if the service levels for the relevant indicator(s) have not improved to the required standard, may also invoke further Service Credits. The Service Credit will be applied in relation to data collected in the previous reporting period. Service Credits have been linked to Indicator measure numbers 6, 7, 8 and 9. These indicators are described in Section 3d.
   5. Service Credits for each year will be calculated for when the number of live in arrangements achieved fall below the number indicated in the pricing schedule, where the no of referrals are higher than the number of concluded arrangements.
   6. Service Credit KPIs 6, 7 and 8 data will be reviewed annually and Performance/Service Credit KPIs 9 data will be reviewed annually as detailed in the table below. In recognition that the Provider will need some time to establish themselves into the Service there Performance/Service Credits will not apply in year one. Calculations are shown in the Table below:

|  |  |  |
| --- | --- | --- |
| **KPI Number** | **Calculation of Service Credit** | **Application of Service Credit** |
| **9** | *No of Live in Arrangements submitted by the bidder in the pricing schedule* (Appendix 6:section 6b pricing schedule spreadsheet) – *Actual Arrangement agreements signed* =  If it is a negative figure then Service Credits will apply only in the following situation:  *No of referrals < No of Live in arrangements submitted by the bidder in the pricing schedule (Appendix 6: section 6b pricing schedule spreadsheet).*  *For example: 15 live in arrangements are indicated for the year by the bidder and at the end of the year 10 live in arrangements agreements have been signed. In the same period the Council made 12 referrals. The service credits will apply as follows:*  Example calculation:  12 -10 = 2  Therefore 2 x 100\* x 52.14 (weeks) = 10428 /12 months = - £869  \*this is the representation for the management fee  If it is a positive figure than Performance credits will apply.  *For example: 15 live in arrangements are indicated for the year by the bidder and at the end of the year 18 live in arrangements agreements have been signed.*  Example calculation:  18-15 = 3;  Therefore 3 x 100\* x 52.14 (weeks) = 15642 /12 months = £1303.50  \*this is the representation for the management fee | Where performance is 100% and no Service Credit or Remediation Plan will be applied.  Where performance is 99% and below a Remediation Plan will be agreed and a Service Credit may also be applied and actioned as detailed in paragraph 8 above.  Where the Provider exceeds their performance then the Performance Credit will apply. |
| **6 and 7** | 1. *Total no of live in arrangements completed in the period – total number of live in arrangements delivered in time x100*   *and*   1. *Total no of short break arrangements completed in the period – total number of short break arrangements delivered in time x100*  |  |  | | --- | --- | | 90% | -1% | | 85% | -2% | | 80% | -3% | | 75% | -4% | | 70% | -5% |   \*\* of the management fee for the month | Where performance is 95% and above no Service Credit and no Remediation Plan will be applied.  Where performance is 94% and below a Remediation Plan will be agreed and a Service Credit may also be applied and actioned as detailed in paragraph 8 above  Note, the service credit will only be applied to the number delivered within 12 months of the first review **below the target level of 95%** |
| **8** | *No of service users sent the survey – No who felt their wellbeing improved in the period*   |  |  | | --- | --- | | 88% | -1% | | 86% | -2% | | 84% | -3% | | 82% | -4% | | 80% | -5% | | Where performance is 90% and above no Service Credit and no Remediation Plan will be applied.  Where performance is 88% and below a Remediation Plan will be agreed and a Service Credit may also be applied and actioned as detailed in paragraph 8 above  Note, the service credit will only be applied to the number delivered within 12 months of the first review below the target level of 90% |

Key Performance Indicators:

# **SECTION 3d – KEY PERFORMANCE MEASURES**

**Home Based Reablement Service**

**PL.15.XXX**

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 1 | | |
| **Measure Name** | **Availability of Shared Lives Arrangements** | | |
| **Service Level** | 100% of up to date Monthly reports on New and Existing Shared Lives Carers as provided for in Schedule 4A. | | |
| **Numerator** | Actual quality and timeliness achieved in the delivery of reports | | |
| **Denominator** | Expected levels of quality and timeliness in the delivery of reports on New and Existing Shared Lives Carers as provided for in Schedule 4A. | | |
| **Calculation** | Expected levels of quality and timeliness in the delivery of reports on New and Existing Shared Lives Carers as provided for in Schedule 4A - Actual quality and timeliness achieved in the delivery of reports | | |
| **Frequency of reporting** | Monthly | **Good performance is…** | Bigger is better |
| **Comments** | the placement information is updated on a monthly basis by the 8th working day of the month as provided for in Schedule 4A  This is sent through electronically and is backed up by an online information area accessible to relevant LCC staff. | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 2 | | |
| **Measure Name** | **Supporting the Shared Lives Placement** | | |
| **Service Level** | Visit 100% of placements within a quarterly period | | |
| **Numerator** | No of visits to placements for monitoring and supervision | | |
| **Denominator** | Total number of placements | | |
| **Calculation** | Total visits planned – total visits completed | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Comments** | Progress reporting at quarterly contract management meetings.  Measure is to ensure all placements have quarterly monitoring/supervision sessions | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 3 | | |
| **Measure Name** | **Supporting the Shared Lives Carer** | | |
| **Service Level** | 100% of Shared Lives Carers have been provided the required training to provide the Services | | |
| **Numerator** | Total number of Shared Lives Carers requiring essential training at the start of the period | | |
| **Denominator** | Total number of Shared Lives Carers who have completed the essential training at the end of the period | | |
| **Calculation** | Total number of Shared Lives Carers requiring essential training at the start of the period – total number of Shared Lives Carers who have completed the essential training at the end of the period | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Comments** | Annual review of targets.  pre-placement and necessary specialist training;  •Shared Lives Carers maintain their knowledge and understanding about the Service required standards of service delivery and have an awareness of changes in relation to policy and practice, the Standards and the Regulations  •the on-going training needs of Shared Lives Carers are met to enable them to meet the changing needs of the people they support  •each Shared Lives Carer has regular opportunities to access training which meets their individual training needs | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 4 | | |
| **Measure Name** | **Capacity to accept referrals** | | |
| **Service Level** | 80% of referrals accepted | | |
| **Numerator** | No of referrals accepted | | |
| **Denominator** | No of Referrals made in the period | | |
| **Calculation** | Total no of referrals made - total no of referrals accepted | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Comments** | Reporting to indicate:  Accepted  In progress  Rejected  To ensure suitable referrals are being made.  The baseline will be set by performance in the first six (6) Months and the target will be adjusted if the target is higher. | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 5 | | |
| **Measure Name** | **Recruitment of Shared Lives Carers** | | |
| **Target** | Actual annual growth in the capacity of Shared Lives services | | |
| **Numerator** | No of new Shared Lives Carers | | |
| **Denominator** | Total number of Shared Lives Carers | | |
| **Calculation** | No of Shared Lives Carers at the end of period - No of Shared Lives Carers start of reporting period | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | Bigger is better |
| **Comments** | This will be baselined in the Initial Contract Year and will be discussed in relation to the required growth target | | |

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| --- | --- | --- | --- |
| **Performance Measure Number** | 6 | | |
| **Measure Name** | **Length of time from referral to arrangements for Live in** | | |
| **Service Level** | 95% of Shared Lives Arrangement Agreement for live in arrangements completed and signed within required and agreed timescales | | |
| **Numerator** | Total no of Shared Lives Arrangement Agreement for live in arrangements delivered in time within required and agreed timescales | | |
| **Denominator** | Total no of Shared Lives Arrangement Agreement for live in arrangements completed | | |
| **Calculation** | Total no of live in Shared Lives Arrangement Agreements delivered in time within required and agreed timescales / Total no of Shared Lives Arrangement Agreement for live in arrangements completed in the period x 100 | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | quicker is better |
| **Reporting Basis** | This measure is reported "in period"  Live in arrangements met required timescales | | |
| **Service Credit** | In the event of a Service Failure, the Customer shall calculate the Service Credit to apply in accordance with the Service Level percentage attained in the Quarter in question as provided for in the table below.  In the event that the Provider attains a Service Level of 70% or below, the Percentage of the Management Fee to be deducted by way of Service Credit shall be capped at the value for 70% Service Level, provided for in the table below.   |  |  | | --- | --- | | 1. Service Level Attained following calculation | 1. Percentage of Management Fee to be deducted following reconciliation | | 1. 90% | 1. -1% | | 1. 85% | 1. -2% | | 1. 80% | 1. -3% | | 1. 75% | 1. -4% | | 1. 70% | 1. -5% | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 7 | | |
| **Measure Name** | **Length of time from referral to arrangements for Short Breaks** | | |
| **Service Level** | 95% of Shared Lives Arrangement Agreement for Short Breaks arrangements completed and signed within required and agreed timescales | | |
| **Numerator** | Total no of Shared Lives Arrangement Agreement for Short Breaks arrangements delivered in time within required and agreed timescales | | |
| **Denominator** | Total no of Shared Lives Arrangement Agreement for Short Breaks arrangements completed | | |
| **Calculation** | Total number of Short Breaks Shared Lives Arrangement Agreement delivered in time/ Total no of Short Breaks Shared Lives Arrangement Agreement completed in the period x 100 | | |
| **Frequency of reporting** | Quarterly | **Good performance is…** | quicker is better |
| **Reporting Basis** | This measure is reported "in period" | | |
| **Service Credit** | In the event of a Service Failure, the Customer shall calculate the Service Credit to apply in accordance with the Service Level percentage attained in the Quarter in question as provided for in the table below.  In the event that the Provider attains a Service Level of 70% or below, the Percentage of the Management Fee to be deducted by way of Service Credit shall be capped at the value for 70% Service Level, provided for in the table below.   |  |  | | --- | --- | | 1. Service Level Attained following calculation | 1. Percentage of Management Fee to be deducted following reconciliation | | 1. 90% | 1. -1% | | 1. 85% | 1. -2% | | 1. 80% | 1. -3% | | 1. 75% | 1. -4% | | 1. 70% | 1. -5% | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 8 | | |
| **Measure Name** | **Improved outcomes for the Service User** | | |
| **Service Level** | 90% of Service Users feel their wellbeing has improved by completing survey | | |
| **Numerator** | No of Service Users who felt their wellbeing has improved and noted this on their satisfaction survey | | |
| **Denominator** | Total no of Service Users sent the satisfaction survey | | |
| **Calculation** | Number of Service Users who felt their wellbeing improved in the period and noted this on their satisfaction survey/ Number of Service Users sent the satisfaction survey x 100 | | |
| **Frequency of reporting** | Annual | **Good performance is…** | Bigger is better |
| **Comments** | This will be based on the annual Service User satisfaction surveys.  Useful to know % of Service Users who's needs reduced based on their Shared Lives banding definitions | | |
| **Service Credit** | In the event of a Service Failure, the Customer shall calculate the Service Credit to apply in accordance with the Service Level percentage attained in the Quarter in question as provided for in the table below.  In the event that the Provider attains a Service Level of 70% or below, the Percentage of the Management Fee to be deducted by way of Service Credit shall be capped at the value for 70% Service Level, provided for in the table below.   |  |  | | --- | --- | | 1. Service Level Attained following calculation | 1. Percentage of Management Fee to be deducted following reconciliation | | 1. 88% | 1. -1% | | 1. 86% | 1. -2% | | 1. 84% | 1. -3% | | 1. 82% | 1. -4% | | 1. 80% | 1. -5% | | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Performance Measure Number** | 9 | | |
| **Measure Name** | **Referrals** | | |
| **Service Level** | The growth target figure the applicable Contract Year for completed and signed Live in Shared Lives Arrangement Agreements | | |
| **Numerator** | Total number of referrals of Service Users | | |
| **Denominator** | Growth target for the relevant Contract Year as follows:   |  |  | | --- | --- | | 1. Contract Year | 1. Growth Target of Live in Shared Lives Arrangement Agreements completed and signed | | 1. 1 |  | | 1. 2 |  | | 1. 3 |  | | 1. 4 |  | | | |
| **Calculation** | Where the amount of live in Shared Lives Arrangement Agreement does not reach the Service Level  Growth Target of Live in Shared Lives Arrangement Agreements completed and signed (or if lower, the number of referrals of Service Users through the Contract) - Total number of completed and signed Shared Lives Arrangement Agreement x Management Fee x 52.14 (weeks for the year) /12  Where the amount of live in Shared Lives Arrangement Agreement exceeds the Growth Target  Number of live in Shared Lives Arrangement Agreements completed and signed – Growth Target of live in Shared Lives Arrangement Agreements completed and signed x Management Fee x 52.14 (weeks for the year) / 12. | | |
| **Frequency of reporting** | Annual | **Good performance is…** | Smaller is better |
| **Service Credits and Performance Bonuses** | In the event of a Service Failure, the Customer shall apply Service Credits as calculated above. If the Customer refers fewer Service Users than the applicable Growth Target, the number of referrals shall be used in the calculation set out above.  In the event of the Provider exceeding the applicable Growth Target figure as noted above, the Customer shall pay a Performance Bonus to the Provider by using the formula above. | | |

1. www.gov.uk/government/publications/adult-social-care-quality-matters [↑](#footnote-ref-1)
2. Quality Matters Summary Action Plan, July 2017 [↑](#footnote-ref-2)
3. A Shared Lives Charter, Shared Lives Plus [↑](#footnote-ref-3)
4. CQC Supporting Information for Shared Lives, 2013 [↑](#footnote-ref-4)
5. https://www.gov.uk/hmrc-internal-manuals/business-income-manual [↑](#footnote-ref-5)
6. Shared Lives Plus, Business case for working with CCGs and Commissioning Support Units, 2011 [↑](#footnote-ref-6)
7. Care Act (2014) Statutory Guidance, section 1.5 [↑](#footnote-ref-7)
8. Developing an outcome measurement tool for Shared Lives, Lisa Callaghan, Nadia Brookes and Sinead Palmer, PSSRU, 2013 [↑](#footnote-ref-8)
9. <https://www.cqc.org.uk/sites/default/files/documents/20130725_100998_v2_00_supporting_information_-_shared_lives_schemes_for_external_publication.pdf> [↑](#footnote-ref-9)