

Tolerances & Notice Periods

The purpose of this document is to provide guidance for both system recording of services and payments to providers, in relation to the applicable agreed contractual tolerances and notice periods.

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Domiciliary Care (Personal Care / CHC / Reablement / Mobile Nights)

<u>Tolerances in relation to temporary or unplanned changes</u>	
Hospital Admission	Provider can claim for calls up to 7 days from hospital admission as frustrated for Personal Care, mobile nights and CHC and 48 hours for Reablement.
Unplanned Cancellation (less than 24 hours' notice)	Provider can claim as frustrated for up to the 24-hour period if not given sufficient notice.
Planned Cancellation & Suspensions (24-hour notice)	Provider cannot claim for planned cancelled calls or suspended services.
Trusted Assessor (excluding re-ablement)	Up to 3.5 hours variance per week for no longer than a 2-week period and where the overall service does not exceed 28 hours per week in total. Provider should submit a conversation to Systems Support to notify us of this temporary arrangement. Any extra hours that exceed 2 weeks, needs to be a permanent change, and requires a worker to amend the plan via the Trusted Assessment process.

<u>Notice periods for services permanently ending</u>	
Worker Ending Service	5 days' notice must be given to the provider for permanent service cancellation 24 hours for Re-ablement (unless Hospital Admission and tolerance applies).
Client Ending Service	5 days' notice must be given to the provider for permanent service cancellation and the service should be ended on the 5 th day. (24 hours for Re-ablement)
Provider Ending Service	5 days' notice must be given to the worker for permanent service cancellation, and the service should be ended on the 5 th day. payment will continue for up to 5 days for complex packages or until an alternative service is found.
Client Passes Away	Service and payment to provider ends on the date of death.

Extra Care (Spot Hours)

<u>Tolerances in relation to temporary or unplanned changes</u>	
Hospital Admission	Provider can claim for calls up to 48 hours after hospital admission as frustrated. The service charging band should be ended and replaced with a band 1, until the service resumes and then the relevant banding should be recorded.
Unplanned Cancellation (less than 24 hours' notice)	Provider can claim as frustrated for up to the 24 hour period if not given sufficient notice.
Planned Cancellation & Suspensions (24 hour notice)	Provider cannot claim for planned cancelled calls or suspended services.
Trusted Assessor (Spot Hours)	Up to 3.5 hours variance per week for no longer than a 2 week period and where the overall service does not exceed 28 hours per week in total. Provider should submit a conversation to Systems Support to notify us of this temporary arrangement. Any extra hours that exceed 2 weeks, needs to be a permanent change and requires a worker to amend the plan via the Trusted Assessment process.

<u>Notice periods for services permanently ending</u>	
Worker Ending Service	5 day's notice must be given to the provider for permanent service cancellation (unless Hospital Admission and tolerance applies).
Client Ending Service	5 day's notice must be given to the provider for permanent service cancellation and the service should be ended on the 5 th day.
Provider Ending Service	5 day's notice must be given to the worker for permanent service cancellation and the service should be ended on the 5 th day.
Client Passes Away	Service and payment to provider ends on the date of death.

Supported Living (LD Extra Care)

<u>Tolerances in relation to temporary or unplanned changes</u>		
Hospital Admission	Spot Hours	Core Hours
	Provider can claim for spot hours up to 48 hours after hospital admission as frustrated.	If core is still being provided based on the required share within the property, the provider can claim for the hospital admission period as frustrated up to 14 days unless worker advises that the package is to cease or the core can be temporarily re-distributed. If period exceeds 14 days, the core will be required to be reviewed. This needs to be requested by the provider.
Unplanned Cancellation/Suspension (less than 24 hours' notice)	Provider can claim as frustrated for up to 24-hour period if not given sufficient notice.	As above.
Planned Cancellation/Suspension (24-hour notice)	Provider cannot claim for planned cancelled calls or suspended services.	As above.

<u>Notice periods for services permanently ending</u>	
Worker Ending Service / Placement	7 days notice must be given to the provider for permanent service cancellation and the service should be ended on this date.
Client Ending Service / Placement	7 days notice must be given to the provider for permanent service cancellation and the service should be ended on this date.
Provider Ending Service / Placement	7 days notice must be given to the worker for permanent service cancellation and the service should be ended on this date.
Client Passes Away	Service and payment to provider ends on the date of death.

Residential, Nursing & Shared Lives

<u>Tolerances in relation to temporary or unplanned changes</u>		
Hospital Admission or Temporary Suspension	Respite / Short Term Care Service should end 48 hours after hospital admission or suspension.	Long Term Care Service should be suspended from day 1 then, from day 8 of the hospital admission the payment automatically reduces to 80% of the weekly fee. Suspension should be ended when client returns to the home or the date of the relevant notice period applied for service ending.

<u>Notice periods for permanently ending</u>	
Worker Ending Service / Placement	Long term care - 4 weeks' notice must be given to the provider for permanent service cancellation, and the service should be ended on this date. This notice period includes any Hospital Admission or Temporary Suspension period. Short Term Care / Respite - 48 hours must be given to the provider for permanent service cancellation and the service should be ended on this date. This notice period includes any Hospital Admission or Temporary Suspension period.
Client Ending Service / Placement	Long Term Care - 4 weeks' notice must be given to the provider for permanent service cancellation, and the service should be ended on this date. This notice period includes any Hospital Admission or Temporary Suspension period. Short Term Care / Respite - 48 hours must be given to the provider for permanent service cancellation and the service should be ended on this date. This notice period includes any Hospital Admission or Temporary Suspension period.
Provider Ending Service / Placement	Long Term Care - 4 weeks' notice must be given to the worker for permanent service cancellation and the service should be ended on this date. This notice period includes any Hospital Admission or Temporary Suspension period.

	Short Term Care / Respite - up to 7 days' notice or until a suitable placement is found
Client Passes Away	Service and payment to provider ends on the date of death.

Day Opportunities

<u>Tolerances in relation to temporary or unplanned changes</u>	
Hospital Admission	Providers should seek to redeploy capacity or reallocate sessions wherever possible. Frustrated sessions may only be claimed in exceptional circumstances where the planned session could not reasonably be filled. Any claim will be limited to sessions scheduled within the first 5 working days following admission. If the absence extends beyond this period, the package should be suspended and reviewed to support any planned return.
Unplanned Cancellation (less than 48 hours' notice)	Providers should seek to offer the session to another individual where possible. Frustrated sessions may only be claimed where insufficient notice has been provided, and the session cannot reasonably be reallocated.
Planned Cancellation or Suspension (48 hours or more notice)	No payment will be made for cancelled or suspended sessions.
Extended Absence or Non-Attendance	Providers must notify the Council where services are repeatedly not accessed beyond 2 weeks. Prolonged periods of non-attendance may result in a review of the support arrangement.

Ending of Ongoing Arrangements

As Day Opportunities services are commissioned on an individually commissioned basis, no formal notice period applies to individual sessions or bookings. Where there is a regular or recurring arrangement in place, the Council, individual or Provider should provide reasonable notice wherever practicable to support effective planning and continuity of support.

<u>Notice periods for services permanently ending</u>	
Council Ending an Ongoing Arrangement	5 working days
Individual Ending an Ongoing Arrangement	5 working days
Provider Ending an Ongoing Arrangement	5 working days or more
Death of Individual	Service and payment end on the date of death.

Short Breaks

Non-Bed Based Short Breaks *(includes home-based support, community-based support, activity-based short breaks, community companion support, evening and weekend support, Shared Days and other non-bed-based respite arrangements.*

<u>Tolerances in relation to temporary or unplanned changes</u>	
Hospital Admission prior to booking	No payment- Provider to redeploy resources
Hospital admission during the short break	Providers should seek to redeploy staff or reallocate support wherever possible. Frustrated payments may only be claimed in exceptional circumstances where notice was not provided, and the support could not reasonably be redeployed. Any such claim will be limited to support scheduled within 48 hours of the admission.
Unplanned Cancellation (less than 48 hours' notice)	Providers should seek to redeploy support in the first instance. Frustrated payments may only be claimed where less than 48 hours' notice has been provided and there is clear evidence that the support could not reasonably be reallocated.
Planned Cancellation & Suspensions (48-hours or more notice)	Provider cannot claim for planned cancelled calls or suspended services.
Temporary Suspension (holiday, family arrangements or planned absence)	No payment will be made during periods of suspension unless otherwise agreed in advance by the Council.
Repeated non-attendance	Providers must notify the Council where services are repeatedly not accessed or used. Continued non-attendance may trigger a review of the package.

Ending Ongoing Arrangements

As most non-bed-based Short Breaks are commissioned on an ad hoc or spot-purchased basis, no formal notice period applies to individual sessions or bookings. Where there is a regular or recurring arrangement in place, the Council, individual or Provider should give 5 working days' notice wherever reasonably practicable. Where an individual passes away, the service arrangement and associated payments will end on the date of death.

Bed-Based Short Breaks

<u>Tolerances in relation to temporary or unplanned changes</u>	
Hospital Admission prior to booking	No payment- Provider to redeploy resources
Hospital admission during the short break	Providers should seek to redeploy staff or reallocate support wherever possible. Frustrated payments may only be claimed in exceptional circumstances where notice was not provided, and the support could not reasonably be redeployed. Any such claim will be limited to support scheduled within 48 hours of the admission.
Unplanned Cancellation (less than 48 hours' notice)	Providers should seek to redeploy support in the first instance. Frustrated payments may only be claimed where less than 48 hours' notice has been provided and there is clear evidence that the support could not reasonably be reallocated.
Planned Cancellation (48-hours or more notice)	No payment will be made for cancelled bookings with given notice of 48 hours or more.
Temporary Suspension	Not normally applicable to booked bed-based short breaks
Emergency Termination of Stay	Payment applies up to the point the placement ends
Crisis Placements	Payment applies from the agreed placement start date until the placement ends.

Ending Ongoing Arrangements

As most Short Breaks are commissioned on an ad hoc or spot-purchased basis, no formal notice period applies to individual sessions or bookings. Where there is a regular or recurring arrangement in place, the Council, individual or Provider should give 7 working days' notice wherever reasonably practicable. Where an individual passes away, the service arrangement and associated payments will end on the date of death.

Direct Payments, Individual Service Funds and Personalised Arrangements

Where Day Opportunities or Short Break services are accessed through a Direct Payment (DP), Individual Service Fund (ISF) or another personalised funding arrangement, booking, cancellation and notice arrangements should reflect the agreement reached between the individual, their family or representative and the Provider. Providers must ensure that these arrangements are transparent, reasonable and clearly communicated in advance. The Council expects cancellation arrangements to balance choice and control for individuals with fairness to Providers where resources have been committed and cannot reasonably be redeployed.

Contracts and Commissioning

Commissioning and Contract Leads cover and support different service types, depending on areas of work and availability.

A summary below details the main points of contact however, there is an escalation process currently being developed to assist with recording, prioritising, and allocating queries.

Any general or provider directed queries should be sent to –

Commissioning, Contract and Quality Team – wirralcontractsteam@wirral.gov.uk

<u>Service Type</u>	<u>Contract</u>
Domiciliary Care & Mobile Nights	All providers should now have been advised who their Contract Lead is. If you are unsure, please email the above inbox.
Extra Care	
Extra Care - LD	
Supported Living	
Residential & Nursing	
Day Opportunities	
Short Breaks	