

## Insourcing of a Supported Living Service

To: Adults and Health Committee

Meeting Date: 15 December 2022

From: Service Director: Commissioning

Electoral division(s): Countywide

Key decision: Yes

Forward Plan ref: 2022/037

Outcome: The insourcing of a supported living service under the service delivered through the Section 75 Agreement which aligns to the priorities of the joint administration,

This will allow for seamless delivery and better usage of supported living services through inhouse staffing providing care and support.

Recommendation: Adults and Health Committee is recommended to:

agree the insourcing of a supported living support service as part of the service delivered under the Learning Disability Partnership Section 75 Agreement at an annual value in the region of £633,214 per annum to include of terms and conditions of staff transferring under TUPE.

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## 1. Background

- 1.1 Officers have identified an opportunity to insource a supported living support service which is currently commissioned from an independent sector provider. The current landlord and care provider of this service is selling the property to a new registered social landlord and giving notice on the care and support at the scheme. No alternative care and support can be sourced and it is therefore requested that Learning Disability Partnership (LDP).
- 1.2 Supported living is typically defined as housing where support and/or care services are provided to help people to live as independently as possible. Supported living provides people with individual tenancies. This means that they have a home of their own and will benefit from a greater level of autonomy as far as their environment is concerned. Care and support provision is delivered on site to the individual to support them in day to day living activities and to support their independence. A case study is at Appendix 1.

## 2. Main Issues

- 2.1 Under this proposal, the LDP would undertake the management and staffing of a six bedded unit, comprised of five bungalows with four current service users in residence. The current landlord and care provider is selling the development to another registered social landlord, who will be taking on the housing provider role only. A soft market test for this locality did not identify any other interested external care and support providers, which reflects the long-standing recruitment and retention issues faced by the current provider in the area.
- 2.2 If no new care and support provision is put in place it would jeopardise the care to individuals, risk redundancies and have a financial impact on the Council. However there is sufficient demand for supported living to populate the scheme to its full capacity once the transfer and property development requirements have been completed by the new landlord.
- 2.3 LDP In House Services have had success in recruiting in the area due to being an employer of choice with attractive Terms and Conditions as well as training and development opportunities. There is already day service, supported living and residential respite provision delivered by the in house service in close proximity to the supported living scheme for adults with Learning Disabilities and Autism. This would allow for flexibility and potential efficiencies around support and transferred staff would benefit from inhouse training to support people with complex needs.

### **Financials – Insourcing Option**

- 2.4 The current cost of the supported living service for the four existing service users is £527k per annum. The current staffing are on £10 per hour. There are two approaches to transferring staff, presented in the table below, one taking them on under present terms and conditions and the other harmonising them to CCC terms and conditions.

<b>Current costs</b>	<b>TUPE * on existing T&amp;Cs like for like basis</b>	<b>TUPE with harmonisation of staff to CCC terms and conditions</b>	<b>Difference to</b>
£527k pa	£469.3k	£633.2k	£106k

\* TUPE = Transfer Under Present Employment where existing staff move to the new employer on their existing terms of conditions to deliver the service

- 2.5 The Council does not have to harmonise terms and conditions, however transferring staff would be offered terms commensurate with inhouse employees which would be more attractive than current conditions. Experienced staff would feel valued and fairly remunerated. Not harmonising would create a two tier workforce with new staff on higher wages than experienced staff. A consultation period will be undertaken as part of TUPE requirements.
- 2.6 Moving current service users to another provision is likely to cost in the region of 20% or circa £106k extra against the current placements costs. This is a similar figure to the insourcing costs including harmonisation. More importantly, it would mean moving people who have lived at the service, when they have no desire to change home. The additional benefit of harmonising is that there is scope to utilise the two vacant beds under the staffing establishment and to maintain operational oversight.
- 2.7 The value of this provision already forms part of the pooled budget under the Section 75 Agreement. Funding would transition from commissioning to in house budgets. Generally for investments into the pooled budget, the cost is shared by CCC and the NHS. The investments go through CCC business planning process and the NHS contributes their share without further NHS governance. Of the additional £106k costs CCC would be liable for 76.78% under the pooled budget equating to £81,387 with the ICB share being £24,613. However, the NHS may not wish to harmonise, and CCC may need to fund it in full as a differential investment. This would change the pool split in the NHS's favour, which we would not want. We are seeking agreement from the ICB for the increase in their share of the pooled budget for this arrangements and governance for this.
- 2.8 A 10 year Void and Nomination Agreement will cover placements at the scheme with CCC liable for voids after 90 days. There would be an assumed 5% of voids based on the rents for the scheme.
- 2.9 Insourcing this service aligns to the priorities and ambition of the joint administration to expand in house provision where it makes sense to do so, but it also ensure the needs of the people currently residing in the supported living scheme continue to be met whilst ensuring the Council continues to achieve value for money.
- 2.10 Risks associated with the insourcing of staffing at the supported living service are listed below:

<b>Description of Risk</b>	<b>Likelihood 1-5</b>	<b>Impact 1-5</b>	<b>Action to Resolve/ Status</b>	<b>Owner</b>
Individuals in the service do not get sufficient care and support which would	1	5	Insourcing of staffing will mitigate the risk of not finding an	LDP

lead to individual displacement from service and potential scheme closure.			independent care and support provider. In house Services have considerable success with staffing and management oversight for a group of vulnerable individuals.	
CCC liable for voids under 10 year void and nomination agreement with RSL	2	3	Financial impact on Authority as liable for unfilled voids. Risk for voids is understaffing which will be resolved by insourcing. Low risk of insufficient referrals as there is considerable demand for this type of service. V&N 90 day grace period to commence once two empty flats are ready for market. Service users already earmarked for the service.	Commissioning Brokerage
Not delivering service to a good standard	1	4	Putting in place a robust specification with monitoring and KPIs and governed by a management agreement including protocol for referrals and placements process will help minimise risks around process and quality, improve utilisation and manage any concerns.	LDP Commissioning Contracts
Financial risks of harmonisation and agreement by CCC and ICB to this	3	5	Would require agreement by both CCC and ICB internal boards to approve expenditure	

2.10 An indicative timeline for the insourcing of the service is presented below:

Supported Living Insourcing of Staff		
Timescales	Milestone	Governance or Responsible people / organisations
November 2022	RIT/ business case to insource staffing at the supported living service	
November 2022	Member briefing and pre-emptive communications to be led by provider and supported by CCC LDP for tenants and CCC Comms and HR for staffing	CCC Comms/HR CCC LDP
December 2022	Approval to insource staffing	Adults Health Committee

December 2022	ICB governance for approval of change in value of S75	ICB
December 2022	Liaise with CQC to update registered manager and CCC registration	LDP
January 2023	TUPE and Staff Consultation	LDP, CCC, landlord
January 2023	Communications with individuals and families – reviews and assessments new tenancies	Operations, LDP, landlord
End February 2023	Purchase concludes. New landlord and tenancies New insourced staffing provision	LDP ,Operations, CCC HR, outgoing and incoming landlord

### 3. Alignment with corporate priorities

#### 3.1 Environment and Sustainability

There are no significant implications for this priority

#### 3.2 Health and Care

The following bullet points set out details of implications identified by officers:

- Improve outcomes and combat health inequalities based on population health management across the county including leading the 'health in all policies' approach across the authority

#### 3.3 Places and Communities

There are no significant implications for this priority

#### 3.4 Children and Young People

There are no significant implications for this priority

#### 3.5 Transport

There are no significant implications for this priority

### 4. Significant Implications

#### 4.1 Resource Implications

The report above sets out details of significant implications in paragraphs 2.3.

#### 4.2 Procurement/Contractual/Council Contract Procedure Rules Implications

#### 4.3 Statutory, Legal and Risk Implications

Statutory – the service relates to the operational delivery of delegated health functions to ensure an holistic approach to meeting the needs of people with a Learning Disability

#### 4.4 Equality and Diversity Implications

There are no significant implications within this category. The move to 'in house' won't result in any loss of service for existing residents, but if there is going to be any reassessment of need/eligibility changes then these would need to be flagged in an EQIA. New spec to consider referencing EDI/protected groups, and whether this information is currently captured/monitored.

#### 4.5 Engagement and Communications Implications

Supported living – robust comms around timing of informing tenants and staff.

#### 4.6 Localism and Local Member Involvement

There are no significant implications within this category

#### 4.7 Public Health Implications

There are no significant implications within this category

#### 4.8 Environment and Climate Change Implications on Priority Areas

There are no significant implications within this category

##### 4.8.1 Implication 1: Energy efficient, low carbon buildings.

Positive/neutral/negative Status: Neutral

Explanation: Positive

EB: Is there an opportunity here to encourage the new social landlord provider to improve the quality of its premises that our services will operate out of? (there are significant grants available currently too right now) It is also established that lower carbon/more energy efficiency buildings provide health and wellbeing benefits, alongside lower energy bills, so there may be service benefits to this too. The new RSL will be ensuring all flats are renovated to EPC rating 'C' which will considerably improve the energy efficiency and performance of the site.

##### 4.8.2 Implication 2: Low carbon transport.

Positive/neutral/negative Status:

Explanation: Neutral

EB: Will staff be expected to move around the county? If so, is this in their own vehicles – and are there any considerations in place for encouraging lower carbon travel options?

##### 4.8.3 Implication 3: Green spaces, peatland, afforestation, habitats and land management.

Positive/neutral/negative Status:

Explanation: Neutral

##### 4.8.4 Implication 4: Waste Management and Tackling Plastic Pollution.

Positive/neutral/negative Status:

Explanation: Neutral

##### 4.8.5 Implication 5: Water use, availability and management:

Positive/neutral/negative Status:

Explanation: Neutral

##### 4.8.6 Implication 6: Air Pollution.

Positive/neutral/negative Status:

Explanation: Neutral

4.8.7 Implication 7: Resilience of our services and infrastructure and supporting vulnerable people to cope with climate change.

Positive/neutral/negative Status:

Explanation: Positive

EB: You could argue this is a positive change as we are less reliant on 3<sup>rd</sup> party providers to ensure services operate. Arguably, we may be better equipped to continue service delivery when it's under our control than needing to leverage contracts to ensure continuity.

Have the resource implications been cleared by Finance? Yes 30/08/22

Name of Financial Officer: Stephen Howarth and Justine Hartley

Have the procurement/contractual/ Council Contract Procedure Rules implications been cleared by the Head of Procurement? Yes 27/08/22

Name of Officer: Clare Ellis

Has the impact on statutory, legal and risk implications been cleared by the Council's Monitoring Officer or Pathfinder Legal? Yes 30/08/22

Name of Legal Officer: Fiona McMillan

Have the equality and diversity implications been cleared by your EqIA Super User?

Yes 06/09/22

Name of Officer: Lisa Sparks

Have any engagement and communication implications been cleared by Communications?

Yes 06/09/22

Name of Officer: Matthew Hall

Have any localism and Local Member involvement issues been cleared by your Service Contact? 06/09/22

Name of Officer: Will Patten

Have any Public Health implications been cleared by Public Health?

Yes 30/08/22

Name of Officer: Emily R Smith

If a Key decision, have any Environment and Climate Change implications been cleared by the Climate Change Officer?

Yes 30/08/22

Name of Officer: Emily Bolton

## 5. Source documents guidance

### 5.1 None

## **Appendix 1 – Case Study**

Eliza is a 35 year woman with a learning disability. She lives on her own in a supported living scheme with two other individuals. She receives visits from support workers in her home who help her to maintain her independence around daily living, meals and bills management. They also accompany her to the community and support her to use public transport so she can visit family and friends and maintain a good level of independence and choice and control in how she spends her day.