

Report to: STRATEGIC COMMISSIONING BOARD

Date: 15 December 2021

Executive Member: Councillor Eleanor Wills – Executive Member (Adult Social Care and Health)

Clinical Lead: Ashwin Ramachandra (Living Well, Finance and Governance)
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Reporting Officer: Stephanie Butterworth – Director, Adults Services

Subject: **GREATER MANCHESTER LEARNING DISABILITY AND AUTISM COMPLEX NEEDS PROJECT**

Report Summary: This report sets out the GM Complex Needs programme is linked to the 'bespoke commissioning' priority in the GM Learning Disability Strategy. The main objective of this programme is the development of a new approach to commissioning support across GM for people with complex needs (Learning Disabilities and Autism). The aim of this work is to ensure people get the best possible quality of care and support in the right place at the right time – reducing the number of people placed out-of-area, ensuring a more person-centred approach and effective value for money. The individuals in scope are those people who are in a secure hospital and there is no local plan in place for discharge (some people have been in hospital for over 10 to 15 years without any discharge plans) and people who localities are struggling to find local provision for. The whole aim of this programme is to ensure people with a learning disability who live in the 10 boroughs are not detained unnecessarily and are discharged as soon as possible to live in community settings.

seeks agreement to the terms of the Greater Manchester (GM) Learning Disability and Autism Complex Needs Project Memorandum of Understanding (MOU).

Recommendations: That Strategic Commissioning Board agree to:

- (i) the terms of the Greater Manchester (GM) Learning Disability and Autism Complex Needs Project Memorandum of Understanding (MOU) and enter into the agreement on the basis set out in the report; and
- (ii) that any Individual Agreements will be produced for each proposed new service between the relevant placing and host localities and subject to an Executive Decision, which will provide information about the proposed scheme and will include sub-group information, localities involved, provider support costs, property requirements and why the chosen property has been selected in that locality together with the full provider support proposal and a project plan including timeline.

Financial Implications: **Budget Allocation (if Not applicable Investment Decision)**

(Authorised by the statutory Section 151 Officer & Chief **CCG or TMBC Budget CCG**

Finance Officer)

Allocation

Integrated Commissioning Fund Section – s75, Aligned, In-Collaboration Section 75

Decision Body – SCB Executive Cabinet, CCG Governing Body Strategic Commissioning Board

Value For money Implications – e.g. Savings Deliverable, Expenditure Avoidance, Benchmark

Additional Comments

The report requests authority for the Chief Executive to sign a MoU on the GM Learning Disability and Autism Complex Needs Project, between each of the Councils and CCGs within Greater Manchester. The MoU seeks to remove a barrier to joint commissioning of provision across GM and facilitate the discharge of people with complex needs (Learning Disabilities and Autism) from hospital into community care.

The existing body of regulations (the CCG “Who Pays” guidance, ordinary residence rules and Section 117 of the Mental Health Act 1983) create a perverse incentive to commissioning joint provision, in that any authority hosting a joint service runs the risk of becoming financially responsible for the clients it accepts. The MoU addresses this by establishing that the signatories agree between that responsibility remains with the ‘placing’ authorities, without the host assuming financial risk.

The CCG has confirmed that the MoU essentially formalises an approach that has prevailed in GM over the past two years, although it has no bearing on provision moving between non-signatory authorities outside of GM.

The report discusses ‘Financial Implications’ at 5, although the potential costs and benefits to the Council are not quantified. As of June 2021, there were six long-term in-patients with Tameside and Glossop CCG out of 108 across GM. Costs would arise when a patient was discharged from hospital into a community placement, and in practice the provision to do so does not yet exist. The MoU does not specify local arrangements for managing discharge, although it would be the responsibility of the Council to establish provision and for the CCG to provide appropriate funding. The MoU does not anticipate any changes to the ‘Who Pays’ guidance with the transition to Integrated Care Systems.

Whilst the report notes that a procurement exercise has been carried out, it is unclear whether review or advice has been obtained from STAR. Provisional rates are not stated and it is unclear how they compare with those currently obtained by the Council. Three of the nine shortlisted providers already work with the Council, and provision should not duplicate existing block provision. It is acknowledged that most patients in the

scope of the MoU would require highly specialised care.

The report does not include a proposal for the Council to become a host locality, which would require separate governance alongside a robust business case setting out how the service would be delivered on a financially sustainable basis.

**Legal Implications:
(Authorised by the Borough
Solicitor)**

It is understood that this matter requires urgent consideration as one of the partners is ready to proceed as a host authority to provide a service locally.

The aim of this project is to improve the joint working locally by adopting the payment principles for the services as summarised in the financial implications. Currently it is not possible to quantify the impact that this may have on the council's budget save that there may be an additional cost to the council but the project officers consider that overall there is a benefit to the council and the service users in relation to services being provided more locally.

The MoU as attached sets out the broad principles of the joint working between the local authorities who will be party to it. The MoU is not a legally binding document but the expectation is that it will be complied with in the spirit of partnership working.

In addition the MoU does provide a provision that the council's each provide an indemnity in relation to any losses etc arising from this partnership working.

Therefore it is critical that this project is robustly managed and any placements under this programme are subject to robust due diligence before being entered into by the Director of Adults Services. Part of this due diligence should also include exploring the procurement exercise which has been undertaken in relation to the framework of providers and the terms of the Inter Authority Agreement.

**How do proposals align with
Health & Wellbeing Strategy?**

The proposals align with the Living Well and Working Well and Aging Well programmes for action.

**How do proposals align with
Locality Plan?**

The service links into the Council's priorities :

- Help people to live independent lifestyles supported by responsible communities.
- Improve Health and wellbeing of residents
- Protect the most vulnerable

**How do proposals align with
the Commissioning
Strategy?**

The proposals follow the Commissioning Strategy principles to:

- Empower citizens and communities
- Commission for the 'whole person'
- Take a 'place-based' commissioning approach to improving health, wealth and wellbeing
- Target commissioning resources effectively

**Recommendations / views of
the Health and Care Advisory
Group:**

This report has not been scheduled to be discussed at HCAG

Public and Patient Implications:

Those accessing the service have been identified as having eligible needs under the Care Act 2014 or are assessed as requiring preventative services to delay eligibility and entrance to eligible services

Quality Implications:

These services support quality outcomes for people to be able to continue living well in their own homes and local communities

How do the proposals help to reduce health inequalities?

The service delivers whole life support to vulnerable people including ensuring individuals have access to healthy lifestyles.

What are the Equality and Diversity implications?

There are no negative equality and diversity implications associated with this report.

What are the safeguarding implications?

There are no safeguarding implications associated with this report.

What are the Information Governance implications? Has a privacy impact assessment been conducted?

Information Governance is a core element of all agreements. The necessary protocols for the safe transfer and keeping of confidential information are maintained at all times by all parties. Privacy Impact Assessments have not been carried out.

Risk Management:

Risks will be identified and managed by the appropriate officers

Access to Information:

The background papers relating to this report can be inspected by contacting the report writers:

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1. INTRODUCTION

- 1.1 The GM Complex Needs programme is linked to the 'bespoke commissioning' priority in the GM Learning Disability Strategy. The main objective of this programme is the development of a new approach to commissioning support across GM for people with complex needs (Learning Disabilities and Autism).
- 1.2 The aim of this work is to ensure people get the best possible quality of care and support in the right place at the right time – reducing the number of people placed out-of-area, ensuring a more person-centred approach and effective value for money.
- 1.3 The individuals in scope are those people who are in a secure hospital and there is no local plan in place for discharge (some people have been in hospital for over 10 to 15 years without any discharge plans) and people who localities are struggling to find local provision for. The whole aim of this programme is to ensure people with a learning disability who live in the 10 boroughs are not detained unnecessarily and are discharged as soon as possible to live in community settings.
- 1.4 Individuals within the scope of this project are defined within one of the four cohorts below:
Cohort 1 - Men with LD and/or autism and behaviours with histories involving MOJ
Cohort 2 - Women with LD and/or autism and experience of trauma
Cohort 3 - Men with LD and/or autism and behaviours that challenge
Cohort 4 - Men with LD and/or autism and mental ill-health
And:
 - Part of the Transforming Care programme or those who have similar needs and who would benefit from services developed to respond to the needs of those cohorts (and where there is no local plan to support individuals out of hospital)Or
 - On locality dynamic risk registers who may need services to support discharge from hospital or to prevent hospital admission.
- 1.5 A supporting letter from GMADASS can be found in **Appendix 1**.
- 1.6 A Memorandum of Understanding (MOU) has been drawn up **Appendix 2** refers.
- 1.7 There is a desire for all 10 local authorities and CCGs to sign up to the terms of this agreement. The proposal is supported by all 10 Directors of Adult Social Services and is a key feature of the GM Learning Disability Strategy.
- 1.8 Prior to movement into any of the schemes the appropriate assessments, including capacity and best interest assessments will be undertaken.

2. PRINCIPLES OF THE PROJECT

- 2.1 The project has been developed by the Greater Manchester Health and Social Care Partnership and the GM Directors of Social Services (GM ADASS) to address the priorities in the NHS long term plan that by March 2023/24, inpatient provision will have reduced to less than half of 2015 levels and, for every one million adults, there will be no more than 30 people with a learning disability and/or autism cared for in an inpatient unit. Nationally progress has not been as good as expected and in 2020 the Health and Social Care Secretary called for a renewed focus to ensure people with learning disabilities or autism are discharged promptly from hospital back into the community.
- 2.2 The GM response has been to understand the key specialist services that need to be developed locally in order to support the move of individuals into locally provided services.

Based on the information provided by the localities there are a total of 79 people identified, as requiring provision going forwards. At this time there is one person identified for Tameside & Glossop.

- 2.3 It has been determined there 4 key specialist themes are required:
 - Cohort 1 - Men with LD and/or autism and behaviours with histories involving MOJ
 - Cohort 2 - Women with LD and/or autism and experience of trauma
 - Cohort 3 - Men with LD and/or autism and behaviours that challenge
 - Cohort 4 - Men with LD and/or autism and mental ill-health
- 2.4 A Framework of specialist providers has been established – 9 support providers were selected via GM strategic procurement process, involving GM localities and self-advocates. The selected support providers demonstrated experience, high quality and great values.
- 2.5 Providers for individual schemes will be selected from this Framework, based on their specialism.
- 2.6 DASSs will have the ultimate control and oversight of all work that comes within scope of this project. The Complex Needs Inter Locality Agreement will be produced for each scheme, requiring sign off from involved localities
- 2.7 Each locality will contract with the support provider separately on a spot contract basis for the individual they are responsible for.
- 2.8 The agreement for the property will be between the landlord and selected support provider. There is no expectation that the host authority enters into an agreement with the landlord for the property. The void costs and any charges linked to the property are the responsibility of the landlord and support provider.
- 2.9 The first scheme has been developed in Oldham and is due to open imminently. There is no Tameside involvement in this scheme.
- 2.10 The host authority will have overall responsibility for the provider and service in relation to safeguarding, quality monitoring, provider engagement and CQC registration. The host authority remains responsible even if they have no placements and do not commission the provision or support provider. This responsibility will be covered by the Commissioning Team and the relevant Neighbourhood Team.
- 2.11 Placing localities will fully support the host locality in managing the provider and service.
- 2.12 Localities remain responsible for the individual they are commissioning the service for and will remain actively involved, ensuring a named worker is allocated at all times and all duties are fulfilled in a timely manner.
- 2.13 The GM Specialist Support Team (SST) will support with discharges and overall service delivery, ensuring placement stability. The SST will ensure each person has a crisis and contingency plan in place, entailing their support.
- 2.14 The responsible locality should ensure they have commissioned a package of care to meet the person's needs. Where additional local services are required e.g. psychiatry, SST support will be requested. GMHSCP will support discussions between localities where local services are used and where additional capacity across GM may be required.

3. MEMORANDUM OF UNDERSTANDING (MOU)

- 3.1 The purpose of the MOU is to set out clear arrangements across Greater Manchester Local Authorities and Clinical Commissioning Groups when commissioning through the Complex Needs Project, setting out the roles and responsibilities of the placing authority and host authority, where these are different.
- 3.2 Signatures are required from each Greater Manchester Local Authorities and Clinical Commissioning Groups to progress the MOU.

4. INDIVIDUAL COMPLEX NEEDS INTER LOCALITY AGREEMENT

- 4.1 An individual Complex Needs Inter-Locality Agreement (**Appendix 3**) will be produced for each proposed new service between the relevant placing and host localities. The placing localities will sign and agree. It is requested that as the place leads, the Chief Executive of the Council and Accountable Officer for the locality CCG (where different) sign the document. It will require the host locality Director of Adult Social Services (DASS) sign off before any service goes ahead. It is proposed each locality area will only host one service from a particular cohort.
- 4.2 An Individual Agreement will be produced for each proposed new service between the relevant placing and host localities. The placing localities will sign and agree and then it will require the host locality Director of Adult Social Services sign off before any service goes ahead.
- 4.3 The Agreement will provide information about the proposed scheme and will include sub-group information, localities involved, provider support costs, property requirements and why the chosen property has been selected in that locality. The full provider support proposal and a project plan including timeline will be included as an appendix.
- 4.4 Any deviation from the MOU will be clearly documented in the Complex Needs Inter-Locality Agreement.

5. FINANCIAL IMPLICATIONS

- 5.1 There is no financial commitment to the sign up to the project. Costs will be incurred at the point a placement is agreed and an individual moves into the proposed scheme.
- 5.2 At the point that a placement is being considered at one of the specific schemes, and in collaboration with the commissioners, the support provider will submit a proposal detailing how they will support each person, suggested support hours and costings, broken down into hourly rates and sleep/ waking night. Transition/discharge costs will be agreed with the support provider and commissioning localities.
- 5.3 GM Health and Social Care Partnership will support with the initial discussions around costs of support packages. Support provider will be asked to enter into open book accounting if required.
- 5.4 It is the expectation that the annual uplift of costings is in line with the host authority standard uplift methodology. In line with Care Act this would be the host authority methodology as this reflects "usual market rate" in that locality.
- 5.5 There are two areas that involve financial commitment for either the local authority or CCG that are still being reviewed:

S117

The intention that S117 responsibility remains with the originating locality even if the person is detained once placed outside of the locality who holds funding responsibility. This option could remove the risk that a host authority could become responsible for a person that has been placed through the complex needs project and is later detained.

CHC

The MOU recommendation is to follow CCG Who Pays guidance, but if CHC funding is stopped and then following a reassessment is required again, the placing CCG will remain responsible, and this responsibility will not pass to the host authority.

CHC will not be withdrawn and any issues for continued funding requires the placing CCG/CHC team to liaise with the host area. Localities will otherwise adhere to the national guidance and acknowledge that different funding and quality arrangements apply for CHC.

As the people being placed through the project will have a range of complex needs and all will be on localities dynamic risk registers, there is a higher possibility that they could be detained and may be eligible for CHC funding. The proposed recommendations mean that responsibility remains with the placing locality and therefore does not put significant financial risk on host authorities.

An important point to note is that this project is not seeking to change anything or apply this MOU to anything else other than for a very small number of people within this particular project and agreement between GM localities will always be obtained before any service goes ahead. It also only applied to GM.

6. RECOMMENDATIONS

- 6.1 As set out at the front of the report.