

**Report for:** Cabinet Member for Health, Social Care and Wellbeing

**Item number:** To be added by the Committee Section

**Title:** Award of contract for the provision of Positive Behaviour Support Service - Care and Support for Person B

**Report authorised by:** Jo Baty, Director of Adult Social Services

**Lead Officer:** Sujesh Sundarraj, Commissioning Manager

**Ward(s) affected:** None

**Report for Key/  
Non Key Decision:** Key Decision

**1. Describe the issue under consideration**

- 1.1. VIP2 (not client's real name or initial and hereafter referred as Person B) is an individual with specific and complex health and care needs. Person B is currently in a specialist hospital for adults who are on the autism spectrum, who have extremely complex needs and display challenging behaviours to the extent that their needs cannot be met by local assessment and treatment services. A condition of his admission to this unit was that active planning takes place to ensure an appropriate community placement would be in place ready for his estimated discharge date. He is currently being prepared for transition in anticipation of being discharged before April 2026.
- 1.2. NHS England provided capital funding of circa £1.2m, for the purchase and adaptations of a 'forever home' for Person B, suitable for his needs. A property is being purchased in Bedfordshire and design planning of adaption work is underway.
- 1.3. The Council is currently in the process of commissioning service provider to deliver a tailored Positive Behaviour Services with a trauma informed approach to deliver a bespoke wrap around Care and Support service to Person B.
- 1.4. This report details the outcome of a mini-competition process conducted via the Council's Adults Supported Living Dynamic Purchasing System (DPS) and seeks an approval to award 'Call-Off' contract (hereafter Service Agreement) to the successful bidder for the Provision of Positive Behaviour Support (PBS) Service – bespoke care and support provision for Person B as in accordance with the Contract Standing Order (CSO) 16.1 and 0.08. Details of the successful Service Provider are outlined in Appendix 1 (Part B - exempt information) of the report.
- 1.5. Subject to approval, the Service Agreement shall be awarded for a period of Five (5) years, with a target commencement date of 1<sup>st</sup> July 2025 with an option to extend for a further period or periods of up to five (5) years. The estimated

cost of the service for initial period of five (5) years would be £3.8m and for ten (10) years would be £7.6m (if fully extended).

- 1.6. The successful service provider will deliver the services to Person B in Bedfordshire. The service provider will be required to provide care and support as defined by the needs of Person B and be responsible reporting for the Health and Safety of the building to landlord on behalf of Person B.

## **2. Cabinet Member Introduction**

- 2.1. Not Applicable

## **3. Recommendations**

- 3.1. That the Cabinet Member for Health Social Care and Wellbeing approves, in accordance Contract Standing Order 16.1 and 0.08; award of a Service Agreement to successful Service Provider (identified in the exempt appendix of this report) for the Provision of Positive Behaviour Support (PBS) Service – bespoke care and support provision for Person B. The service agreement shall run for an initial period of five (5) years at an estimated cost of £3.8m with a target commencement date of 1<sup>st</sup> July 2025, with an option to extend for a further period or periods of up to five (5) years. The estimated total cost of service would be £7.6m for ten (10) years (if fully extended).
- 3.2. The Cabinet Member for Health Social Care and Wellbeing to note that the cost of the service will be jointly funded by the Council and North Central London Integrated Care Board (NCL ICB) under section 117. The indicative split is Haringey Adult Social Care 23% and NCL ICB 77% while transition cost will be fully funded by NCL ICB.

## **4. Reasons for decision**

- 4.1. The decision to award a Service Agreement to the successful Service Provider is based on the conclusion of a competitive procurement process. The proposed recommendation to award the Service Agreement will be made according to the outcome of the Most Economically Advantageous Tender, as detailed in section 6 of this report.
- 4.2. Positive behaviour support (PBS) is a person-centred framework for providing long-term support to people with a learning disability, and/or autism, including those with mental health conditions, who have, or may be at risk of developing, behaviours that challenge. It is a blend of person-centred values and behavioural science and uses evidence to inform decision-making.
- 4.3. PBS Framework will bring several benefits: Services will be based on a PBS approach to improve life outcomes of vulnerable service users who present 'challenging behaviours' to live in a community setting. Providers performance will be judged according to the extent to which the agreed outcomes are met and the extent to which an individual's independence is maintained with stable or decreased care and support needs. The Service Provider, in partnership with the Council will be expected to measure and record achievement of

individual outcomes and meet the requirements of the Council's Performance Monitoring Tool.

- 4.4. The Service Provider will be required to ensure that all staff engaged in the delivery of the Services to Person B are rewarded fairly without unreasonable deductions from pay and will be paid hourly rates no less than the London Living Wage (LLW) which coincides with the Council's commitment to LLW. The Positive Behaviour Support model gives the flexibility to step down Person B's package of care over time.

## 5. Alternative options considered

- 5.1. **Do nothing** – This would entail Person B remaining in hospital without a clear target date for discharge, will continue being in a hospital setting isolated from the wider community, unable to interact with others or have opportunities to become as independent as possible and choose the life they wish to lead.
- 5.2. This will not help Haringey Council and NCL ICB to deliver the requirements of the NHS long-term plan for people with learning disability and / or autism to be discharged from hospital or prevented from being admitted to an inpatient setting. It will result in reduced patient choice and will not deliver the outcomes for patients as set out in Building the Right Support. The Local Authority will not fulfil its duty of care as required.
- 5.3. **Continue to search nationally for a community provision already established** – Despite a 2-year search by HLDP (Haringey Learning Disability Partnership) and NCL ICB there isn't a currently existing provision nationally which can meet this person's needs. There is a high risk posed to community (and Haringey, and whole system reputation) if Person B is placed in a service which cannot meet needs, and high risk (reactive re-admission costs in event of breakdown), and huge detrimental impact on person and prospects for community living in the future.
- Such approach has negative impact on morale
  - making people "fit" into pre-existing services doesn't produce positive outcomes
  - high risk of breakdown as not tailored to individual needs
  - It is also resource intensive
  - commands extensive human costs in terms of time.
- 5.4. **Acquire and adapt individual accommodation – Bespoke Community provision:** This would provide a highly personalised and adapted housing and support solution. Initial investment in adaptations will reduce long-term dependence on higher than necessary staffing requirements.
- 5.5. This option would meet the ambitions of NHS Long Term Plan and would deliver improved outcomes for individuals as set out in Building the Right Support.
- 5.6. We would need to source detached ground floor 3/4 bedroom property to ensure enough room for staff and space for sensory/quiet room. The property should be detached to reduce noise transfer. This would require the tendering for a robust care provider who has infrastructure in designated location for

property purchase or is willing to setup a sustainable service in the area where property is purchased. Amplus (formerly known as Grand Union Housing) are already onboard, so searches would take place within the home counties, but accommodation is to be sought in areas where a Community Learning Disability Team will support the placement. Therefore, specific areas such as Hertfordshire and Essex are excluded.

- 5.7. We are considering all areas, due to the limited of pool of detached bungalows which may come onto the open market; furthermore, not all of these will be suitable for adaptation. So, it is essential to consider a larger geographical area to find the most suitable accommodation within budget. As far as practically possible, it will be sought within easily commutable distance for family to visit from Haringey.
- 5.8. **New build property** – Person B requires a robust environment with specialist adaption. An older home is built with plaster and lathe, making the home structurally stronger than the drywall construction of modern homes. These older materials also provide a better sound barrier and insulation.
- 5.9. This would provide a personalised housing with care solution through use of self-continued accommodation and individual service funds for commissioning the support arrangements. It would provide a highly personalised housing and care solution and would meet the ambitions of NHS Long Term Plan and Building the Right Support. However, sourcing an alternative suitable site is likely to be problematic owing to affordable land shortages especially in areas close to London.

## 6. Background information

- 6.1. Person B has been in hospital since the age of 14 and for most of their adult life, and for 21 years detained on section. Person B is currently in a specialist hospital for autistic people and due to be discharged in Summer 2025. A condition of their admission to this unit was that active planning takes place to ensure an appropriate community placement would be in place ready for their estimated discharge date.
- 6.2. Person B requires a bespoke, specialist service in a remote area due to the complexity of his needs and behaviours that challenge. Person B requires a single service with a highly skilled and trained staff team to minimise the risk of harm to self and others. Person B is unable to live amongst other peers due to their sensitivity towards them causing triggers of physically challenging behaviours. Person B requires a 3/4 bedded bungalow to minimise risk of injury and accident to them and the staff team.
- 6.3. As part of this process, an acquisition of a property which will require adaptation to meet the needs of the individual is currently being identified. An application for a s256 / s257 capital grant from NHSE for the purchase and extensive adaptations of the property has been successful. Currently, an offer has been made for a property in Bedfordshire.
- 6.4. There is a shortage of a specialist skilled and experienced service providers and adapted supported accommodation in the borough to support transforming

care patients to discharge safely in the community. These are mainly adults and young people with complex needs (including learning disabilities and/or autism), those who display behaviour that challenges and those with mental health conditions.

6.5. Lack of suitable accommodation alongside a provider with the specialist skill and experience was recognised as a barrier to safely discharge Person B. To be able to meet Person B' very challenging needs a different approach is needed which required developing a bespoke service.

6.6. Although the cost of the new support service is likely to be high, the expectation is that these costs will reduce in the longer term as Person B becomes more settled in the community, thus creating long-term saving for the Council and Health.

#### 6.7. **Procurement Process**

6.7.1. The Council has set up It was decided to use the existing Dynamic Purchasing System (DPS) set up specifically for PBS Service as the most efficient route to market as there were over 40 organisations already enrolled onto the DPS. Also, DPS enables prospective providers to join at any time and submit their bids prior to tender deadline.

6.7.2. All providers enrolled onto the DPS, for the provision of Positive Behaviour Services were invited to submit offers to deliver.

6.7.3. By the deadline of the 16<sup>th</sup> December 2024, seven (7) organisations submitted a bid.

6.7.4. As part of the tender evaluation process, all submitted tenders were thoroughly reviewed for completeness and compliance with the specified requirements. Following this assessment, five tenders were found to be non-compliant due to incomplete submissions. Prior to elimination, clarification was sought from the respective bidders; however, no responses were received. Consequently, these tenders were rejected based on non-compliance with submission criteria.

6.7.5. Remaining 2 Tenders were evaluated on the basis of the Most Economically Advantageous Tender (MEAT) methodology with a split of 40% price and 60% quality, as set out in the tender documentation.

6.7.6. The table below details the outcome of the bid evaluations and respective scores of the Service Providers. More Information about the tender evaluation is contained in Appendix 1 (Part B Exempt Information) of this report.

Assessment Criteria	Maximum available scores	Scores achieved by	Scores achieved by
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		<b>Organisation A</b>	<b>Organisation B</b>
Quality	400	307	242
Capability	100	100	100
Price	400	400	387
Social Value	100	0	70
<b>Total</b>	<b>1000</b>	<b>807</b>	<b>799</b>

6.7.7. Organisation A submitted the Most Economically Advantageous Tender and we therefore propose to award the Service Agreement.

## 6.8. **Transition and Contract Management**

6.8.1. Contract management will be incorporated into the Service Agreement. Key Performance Indicators and methods of measurement are integrated within the service specification and will be monitored through contract monitoring meetings and reports. Monitoring meetings will be held weekly for the first six months and monthly thereafter. The purpose of weekly monitoring meetings will be to examine the implementation of the service. The provider will be required to make available evidence and other necessary information as requested by the Council to enable effective monitoring of the service at an operational level and to foster partnership working to facilitate early resolution of issues that may arise.

## 7. **Contribution to strategic outcomes**

7.1. This project proposal helps to support the theme 4: Adults, Health and Welfare as outlined in The Corporate Delivery Plan 2024 - 26

## 8. **Statutory Officers comments**

### 8.1. **Finance**

8.1.1. Haringey Council will have a statutory obligation in meeting the needs of Person B, once discharged from hospital. The Positive Behaviour Support Service is a bespoke service specific to the complex and challenging needs of Person B. The procurement of this service is seen as being outside of any normally commissioned social and health care package.

8.1.2. The service agreement shall run for an initial period of five (5) years at an estimated cost of £3.8m. of which the Council's contribution is £0.874m over the period. With an option to extend for a further period or periods of up to five (5) years. The estimated total cost of service would be £7.6m for ten (10) years (if fully extended), a cost to the Council of £1.748m.

8.1.3. The Council's financial commitment above is based on a 23% contribution towards the cost of the Positive Behaviour Support Services with Health responsible for the remaining 77%. Any changes to contributions will be subject to a joint Health and Social Care review of Person B. As with all joint



health and social care reviews there is the risk of an adverse or positive change in contributions by parties.

- 8.1.4. The Service agreement does not allow for any inflationary increase during the first twenty-four months, from commencement of the Service Agreement. However, there is the risk of an increase in cost after the twenty-four-month period to account for additional inflationary factors, over and above those costs' pressures built into the tender submission. Consideration of request for increases to the contract value will be on a case-by-case basis, with increases capped at the maximum rate aligned to the London Living Wage (LLW).
- 8.1.5. The Positive Behaviour Support package provision is outside of London, however the application of the LLW reflects the nature of the highly skilled staff required to support Person B's complex and challenging needs within a bespoke and tailored environment.
- 8.1.6. Were the Positive Support Service no longer required for Person B as per standard contract arrangements, a minimum of three months written notice to the Service Provider is required to terminate the contract.
- 8.1.7. The ownership of the property is with NHSE and maintenance, and upkeep of the property is the responsibility of the Amplus (formerly known as Grand Union Housing). There is no requirement of the Council to contribute towards general maintenance and repair cost associated with the property.
- 8.1.8. However, in the event of Person B causing significant damage to the property over a short period, the Council may be required to contribute towards the repair costs incurred by Amplus where the cost of repair exceeds £1,500.
- 8.1.9. The cost of the Positive Behaviour Support Service with a target commencement date of July 2025, will be additional to the Adult Social Care demographic cost pressures for 2025/26.

## 8.2. **Strategic Procurement**

- 8.2.1. Strategic Procurement lead on the procurement process and have been consulted in the preparation of this report.
- 8.2.2. The Service Agreement award is subject to the Light Touch Regime of the Public Contracts Regulations 2015 (PCR 2015). The Dynamic Purchasing System from which the call-off was made was duly advertised and let in line with the requirements of Regulation 34.
- 8.2.3. The call off under the DPS is made in accordance with Contract Standing Order 8.01 and CSO 16.01.
- 8.2.4. The contract represents best value for the Council as it was the most economically advantageous tender.
- 8.2.5. The contract will be closely monitored at inception with weekly meetings; thereafter contract and performance management will be on monthly basis to

ensure a smooth transition, key performance indicators can be met, as well as to establish, and foster partnership working

### **8.3. Legal**

- 8.3.1. The Director of Legal and Governance (Monitoring Officer) has been consulted in the preparation of this report.
- 8.3.2. The report indicates and Strategic Procurement has confirmed that the contract in the report is a contract subject to the Light Touch Regime and was procured via call-off from a Dynamic Purchasing System (DPS) which is a compliant route to procure such services as per the Council's Contract Standing Order (CSO) 8.02 and Regulation 34 of the Public Contracts Regulations 2015 (PCR15) which was then applicable when the contract was procured.
- 8.3.3. Pursuant to the Council's Contract Standing Order (CSO) 2.01(c), Cabinet has power to approve the award of a contract where the value of the contract is £500,000 or more.
- 8.3.4. Further to paragraph 8.3.3 above and pursuant to CSO 0.08 a decision reserved for Cabinet may be taken by a Cabinet Member with the agreement of the Leader and as such the recommendations in paragraph 3 of the report is in line with the CSO so long as the Cabinet Member is taking the decisions with the agreement of the Leader.
- 8.3.5. The Director of Legal and Governance (Monitoring Officer) sees no legal reasons preventing the approval of the recommendations in the report.

### **8.4. Equality**

- 8.4.1. The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act;
  - Advance equality of opportunity between people who share those protected characteristics and people who do not;
  - Foster good relations between people who share those characteristics and people who do not.
- 8.4.2. The three parts of the duty apply to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the duty. Although it is not enforced in legislation as a protected characteristic, Haringey Council treats socioeconomic status as a local protected characteristic.
- 8.4.3. As an organisation carrying out a public function on behalf of a public body, the successful will be obliged to have due regard for the need to achieve the three aims of the Public Sector Equality Duty as stated above. Appropriate contract management arrangements will be established to ensure that the



delivery of the major works does not result in any preventable or disproportionate inequality.

- 8.4.4. The decision is to award a Service Agreement to deliver care and support to Person B to successful tenderer for up to a period of ten (10) years. The decision is being taken on the back of a competitive procurement process.
- 8.4.5. Person B has complex care needs. These needs have been carefully considered as a part of this decision. The recommended service provider have extensive experience in supporting people with learning disabilities, autism, behaviours of distress and those with complex health needs. They have submitted a strong tender bid that clearly demonstrated their expertise and commitment to providing the care and support to Person B.
- 8.4.6. This is an award of contract to support Person B to be discharged from hospital to a forever home with a provider. The providers approach will support Person B to live in a community setting, thereby promoting equality of opportunity.

## **9. Use of Appendices**

- 9.1. Appendix 1: Exempt Information (Part B of this report)

## **10. Background papers**

### **10.1. Government (Access to Information) Act 198**

- 10.1.1. This report contains exempt and non-exempt information. Exempt information is contained in the exempt report and is not for publication. The exempt information is identified in the amended schedule 12 A of the Local Government Act 1972 under the following category (3) information in relation to financial or the business affairs of any particular person (including the authority holding that information).