

LONDON BOROUGH OF HAMMERSMITH & FULHAM

Report to: The Leader

Date: 3 September 2025

Subject: Community Equipment - Minor Adaptations and Assistive Technology (Part 2)

Report of: Cllr Sanderson – Deputy Leader

Report author: Alistair Ayres, Head of Programmes

Responsible Director: Jacqui McShannon, Executive Director People's Services

SUMMARY

The London Consortium Community Equipment Framework, managed by the Royal Borough of Kensington and Chelsea and Westminster City Council, appointed Nottingham Rehab Services (NRS) to the framework in April 2023.

H&F is one of twenty-one Local Authorities across London who are part of the consortium agreement and 'called off' a contract with Nottingham Rehab Services (NRS) for the provision of services.

NRS went into insolvency on 1st August 2025. The paper seeks approval to enter new contractual arrangements for the provision of this service.

RECOMMENDATIONS

The Leader approves

1. Appendix A and B are not for publication on the basis that it contains information relating to the financial or business affairs of any particular person (including the authority holding that information) as set out in paragraph 3 of Schedule 12A of the Local Government Act 1972 (as amended).
 2. A direct award to the preferred provider for the provision of community equipment services from 15th September 2025 for one year with the option to extend by one year and a further one year.
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Wards Affected: All

Our Values	Summary of how this report aligns to the H&F Corporate Plan and the H&F Values
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Building shared prosperity	Supporting the Council in enabling its residents to access community equipment and independent lives.
Creating a compassionate and inclusive council	Understanding the needs of the operational teams and how they meet the needs of our residents, we aim to provide a smooth continuity of service.
Doing things with local residents, not to them	Supporting residents through the provision of equipment to live safely in the communities they know and have connections with.
Being ruthlessly financially efficient	Contracts that are appropriately structured and support diversity and sustainability of the market.
Taking pride in H&F	A high-quality service supporting some of our most vulnerable residents to be safely discharged from hospital and return home.
Rising to the challenge of the climate and ecological emergency	By utilising a local depot and a contractor who are committed to creating a fleet of electric vehicles, we are supporting the reduction CO2 emissions across London and the ULEZ.

Financial Impact

The financial implications and estimated activity levels are detailed in the exempt appendices B.

Lydia Nevitt, Finance Manager / Prakash Daryanani, Head of Finance (Adult Social Care), 3 September 2025.

Verified by James Newman, AD Finance, 3 September 2025

Legal Implications

There are no legal impediments to agreeing the recommendations set out in the report. The need for the Council to make a direct award rather than conduct a procurement exercise, has arisen because of circumstances that are completely outside the Council's control. Section 41 and Schedule 5 to the Procurement Act 2023 permit a direct award in these circumstances.

Immediately prior to making the direct award the Council must publish a Transparency Notice under section 44 of the Procurement Act 2024 setting out its reasons for making the direct award.

Glen Egan, Assistant Director of Legal Services 3 September 2024.

Procurement Implications

The Contract falls within the scope of the “light touch” regime as defined in the Procurement Act 2023, and due to the value is classified as a High Value contract under our Contract Standing Orders (CSO’s). CSO’s require all High Value (above threshold) Contracts to be compliantly procured, via a tender or compliant framework, unless there are circumstances that are genuinely exceptional. In which case a waiver will be required. The circumstances described in the report justify a direct award based on extreme urgency.

Contract standing orders require that any contract more than £5,000 be recorded on the Council’s Contract Register in order to comply with our Transparency Duties. Additionally, under the Procurement Act, (for Contracts over £5 Million) we are required to publish the following Notices on the governments Find A tender website.

- I. Above threshold Transparency Notice and then
- II. Contract Award Notice. (standstill period will be exempt in these circumstances)
- III. Contract Details Notice (within 120 days of Award notice)
- IV. Copy of the signed contract to be published (within 180 days of Contract commencement)
- V. Payments Compliance Notices (details on how TBA)
- VI. Contract Performance Notices (report on performance against Key Performance Indicators set in the contract -Annually)

Joe Sardone Category Lead – People. Procurement and Commercial 3rd September 2025

Background Papers Used in Preparing This Report

None

DETAILED ANALYSIS

Proposals and Analysis of Options

1. The London Consortium Community Equipment Framework, managed by the Royal Borough of Kensington and Chelsea and Westminster City Council, appointed Nottingham Rehab Services (NRS) to the framework in April 2023. 21 Local Authorities are part of the Consortium with the NHS responsible for between 60%-70% of the total contract spend.
2. Hammersmith and Fulham entered a ‘Call-off’ agreement from the 1 April 2023 to 31 March 2028 with a potential extension for two years from the above-mentioned framework to appoint NRS as the Council’s supplier of Community Equipment. NRS also provide Assistive Technology and Minor Adaptations to H&F.

3. The local authority is the lead contracting agency; however, in practice it is integrated with health whereby Northwest London Integrated Care Board access the contract via a recharge arrangement. It is a demand led contract from which the latest data intelligence suggests that the average usage is split is 40% H&F Social Care and 60% Health.
4. The timely provision of equipment contributes significantly to the priorities of the council and the NHS. This includes:
 - Aiding short term recovery e.g. a raised toilet seat following a hip replacement
 - Supporting long term conditions to be managed in the home e.g. ceiling track hoists and slings to enable care at home
 - Reducing risk of deterioration e.g. appropriate seating and postural support to enable independent eating
 - Facilitating hospital discharge e.g. pendant alarms and key safes
 - Reducing unscheduled hospital admissions and Accident & Emergency attendance.
 - Reducing the costs of long-term care by avoiding the need for paid carers, and/or by reducing the number of carers or frequency of care visits required
 - Promoting independence, safety, social inclusion, quality of life, improved end of life care.
 - Helping to give elderly and disabled people control over their own lives.
5. NRS informed the consortium in July 2025 that it will be unable to continue to fulfil its contracts with effect from the 31 July 2025 owing to financial difficulties. NRS went into official receivership via court order on 1st August 2025.
6. The consortium immediately established an urgent programme management group including key stakeholders to progress emergency arrangements to ensure the continuity of provision for this service. This has been supported by the Local Government Association (LGA) and Association of Directors of Adult Social Care (ADASS). A request was made for sub-regions to establish local business continuity planning which Hammersmith & Fulham have led the coordination of.

Consideration of options

7. The Council is required to secure alternative provision. Not doing so, would result in failure to deliver statutory services.
8. Officers considered delivering provision as an in-house service, however there are significant challenges in relation to this. Both at Local, regional and pan-London level, Council's do not have the expertise or capacity to mobilise a service of this scale. It is highly complex and would pose a significant risk to the safety of residents and patients in the delivery of these statutory services. The provider market is limited, posing significant risk to the supply chain becoming swamped by individual authorities and ICB's purchasing directly. Failure to deliver these services poses a significant risk to the disruption of safe and effective hospital discharges. Delays in discharges will likely result in delays in

admissions and treatment. This option was therefore considered not viable within the timeframe for Hammersmith & Fulham.

9. Officers explored the most appropriate procurement options on a pan-London, regional and local basis to secure the continuity of provision. The provider market is significantly underdeveloped. There are only three main providers nationally, with only two of them operating in London. The main alternative provider in London indicated they did not have sufficient capacity to meet H&F's requirements, only being able to fulfil a small proportion of the London footprint based on geographical locations.
10. H&F will be part of an 8-borough partnership under the new arrangements. The London Borough of Camden will be the host borough for the partnership and manage the governance, contract monitoring, finance and IT on behalf of all the boroughs. A financial contribution to Camden to provide services is set out in appendix B. The agreement, roles, responsibilities and terms of the partnership are set out in a Deed agreed by all 8 boroughs.
11. The IT system used by the insolvent provider was offered to the new provider to enable transition. However, the costs of the system were prohibitive, and the London Borough of Harrow have procured an IT system to facilitate the management of the new equipment service. These costs are approximately 50% less than the insolvent provider offer, they will be split equally across the 8 boroughs and are set out in appendix B.

Community Equipment

12. The only alternative viable option being the transfer of assets and resources to a new host provider. Given the risks identified in developing an in-house service, to deliver at the scale and pace required, a hosting organisation with sufficient expertise and capabilities is required. A single provider expressed an interest in hosting the service for London. Following extensive discussions and due diligence it was agreed that they were a suitable provider with the required experience of running a community equipment service.
13. The new provider has set out a mobilisation plan based on a gradual increase of service from the start of the contract. The provider is in the process of securing staff and assets from NRS to start limited delivery from 15 September 2025. Priority areas of delivery will be agreed with the new provider.
14. The new provider costs are set out in appendix B. Year one includes mobilisation of the new service and ongoing contract costs. The new provider is committed to increasing recycling and delivery rates to reduce the ongoing equipment and contract costs wherever possible and it is anticipated the overall amounts for year one will be reduced in years two and three.
15. To enable the preferred provider sufficient time to mobilise, an urgent/critical community equipment service has been brokered with an alternative provider including the supply, delivery and installation for an initial four-week period. Provision has been provided for this service to continue to run during the mobilisation of the new provider to ensure continuation of services.

Telecare and Minor Adaptations

16. A provider expressed an interest in being able to support the supply, installation, maintenance, repairs and collection of telecare equipment in H&F. The provider has the required expertise to deliver the service and delivers for other London authorities in the region. This was determined the most viable option in the short timeframe. A direct award of 1 year with the option to extend for a further 1 year was agreed in the Community Equipment - Minor Adaptations and Assistive Technology (Part 1) decision on 4th August 2025.
17. It is anticipated that minor adaptations will be fulfilled once fully operational by the new community equipment provider. In the interim an alternative provider was identified to fulfil the supply and installation of wall to floor rails, grab rails, floor to floor rails, staircase enclosures, ramps (bespoke), platforms, step adaptations, and thermoplastic line marking. Requirements will be on a spot purchase basis. A direct award of 1 year with the option to extend for a further 1 year was agreed in the Community Equipment - Minor Adaptations and Assistive Technology (Part 1) decision on 4th August 2025.

Reasons for Decision

18. Local authorities have a statutory duty under various legislation including the Care Act 2014, and the Children and Families Act 2014, to make arrangements for the provision of disability aids and “community equipment”, to meet the assessed eligible needs of individuals who are resident in their area.
19. The provision of community equipment supports residents to remain as independent as possible for as long as possible and is both a statutory requirement and important in delivering key strategic system priorities to support hospital discharge and prevention.
20. The recommendations within this paper seek to sustain the delivery of this service, ensuring continuity of provision whilst a new service is mobilised.

Equality Implications

21. There are no anticipated negative implications for groups with protected characteristics, under the Equalities Act 2010, by the approval of this proposal.

Risk Management Implications

22. The risks of this procurement are financial, reputational and operational. Through the insolvency of the current provider H&F have had to find a new provider in a significantly short period to ensure critical delivery of statutory services. The risks set out below are accepted and will be reduced / monitored managed by the Council and the partnership with the new provider.
23. Financial risk – that the supplier will be unable to meet the requirements of the contract and that it will be beholden on LBH&F to manage the repercussions

leading to significant costs. Although the ICB share costs, as the contracting authority the Council holds the risk for any failures of the contract. Close contract and financial monitoring of activity and spend across the partnership and new provider must be agreed and followed. The partnership Deed sets out the responsibilities of each Council to manage their financial risks.

24. People risk – that the engagement will not satisfy demand potentially placing residents at risk, or in an endangered situation.
25. Operational/service risk – that the supplier will be unable to meet the backlog of orders and that the quality of the delivery it self will, as shown above, endanger residents.
26. Operational risk – that the processes procedures established by LBH&F to manage and coordinate the delivery are not robust, effective or understood by staff/users thereby endangering the delivery and relationship with the supplier.
27. Legal risk – that in cases where a resident incurs an injury due to an equipment the organisation responsible is undefined, especially during migration of operations and following repair and review of any equipment.
28. Reputational risk – that any and all failures of the new service and equipment is perceived as being the fault of LBH&F.
29. Operational/Legal – that any slow response to resolve the delivery of equipment will in turn place local hospitals (NHS) at risk potentially leading to subsequent legal action.
30. Technology risk – that there is a failure to protect resident data adequately as the nature of the engagement will be open to cyber as systems will not be (in the interim) be significantly secure.
31. Technology risk – that the third party organisation (PwC) managing the overall transition and dissolution of NRS and who hold the data will not provide it quick, secure and protected manner thereby again endangering residents (people risk) leading to subsequent action (legal risk for all parties).
32. Governance risk – that LBH&F is unable to adequately define the above risks and therefore allows situations to exacerbate. A detailed risk log shall be defined, updated and managed to offset this.
33. These risks are offset by the impact of not contracting with the new provider. This will leave H&F reliant on emergency contingency arrangements for a longer period. This negatively impacts on residents as the ability to deliver a full service of new equipment delivery and repairs leads to higher risk of patients not being discharged from hospital and risk of residents in the community having faulty equipment.

Jules Binney, Risk and Assurance Manager, 3rd September 2025

Climate and Ecological Emergency Implications

34. This is an urgent replacement of the current delivery provider. The new provider will use a mixture of EV, petrol and diesel vehicles to deliver. Wherever possible the provider will use EV vehicles but they will need to use petrol and diesel vehicles where EVs are unavailable.
35. The new provider will reduce the footprint of warehouse space from 2 to 1 warehouses and recycle equipment wherever possible to reduce the amount of new equipment required and provide a more sustainable model.
36. It should be noted that the UK government has set a target that all new cars and vans will be zero emission at tailpipe by 2035 and the sale of ICE cars and vans will cease in 2030. The Climate Change & Transport Team will continue to support other departments and their contractors in the transition to zero emission vehicles.

Ben Kennedy, Senior Service Manager (Climate & Transport), 02 September 2025

IT Implications

It is not known at this time whether the new provider will require access to H&F's IT infrastructure, in the event there are implications involving H&F IT there could be further implications other than those noted below. Digital Services will need to be consulted, and where necessary, service requests will need to be raised to ensure that IT requirements are met, and that all necessary safeguards, permissions, and budgets are in place.

37. Data Protection: The new provider will be expected to have a Data Protection policy in place and staff will be expected to have received Data Protection training.
38. The contract with the new provider will need to include H&F's data protection and processing schedule. This is compliant with the UK Data Protection law.
39. SSQs: The service will need to complete a Data Privacy Impact Assessment and the new provider will need to complete a (Cloud) Supplier Security Questionnaire.
40. Cyber Security: H&F's approved cyber security clauses must be incorporated into all new and renewed contracts regardless of value, or framework. Legal advice should be sought on how to incorporate the cyber security clauses into agreements which do not use our H&F contract templates.
41. AI: The service should engage with DS prior to enabling any generative AI functionality, to ensure compliance with corporate AI strategy, governance, security, and privacy requirements. The AI Governance Framework form must be completed for any enhancements to existing solutions, as well all new projects and contracts deploying AI capabilities. If colleagues are unsure as to whether a new function falls within the AI framework, they should discuss with DS.

Umit Jani, SRM for People, Digital Services, 2nd September 2025

LIST OF APPENDICES

Exempt Appendix A – Preferred Provider Details

Exempt Appendix B – Financial Implications