



CABINET

7.00 pm	Wednesday 8 July 2026	Council Chamber - Town Hall
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Members 9: Quorum 3

Councillor Keith Prince (Leader of the Council), Chairman

	Cabinet Member responsibility:
Councillor Sue Benjamins (Vice-Chair)	Deputy Leader, Cabinet Member, Finance
Councillor Terry Brown	Cabinet Member, Planning & Public Protection
Councillor Martynas Cekavicius	Cabinet Member, Public Realm
Councillor Graham Day	Cabinet Member, Adults & Health Care
Councillor Kevin Gill	Cabinet Member, Children
Councillor Martin Lardner	Cabinet Member, Housing Allocation
Councillor Sean McMahon	Cabinet Member, Customer Services
Councillor Alex Sibley	Cabinet Member, Highways
Councillor Robert Whitton	Cabinet Member, Regeneration

Zena Smith
Head of Committee and Election Services

**For information about the meeting please contact:
Bernadette Lynch
e-mail: bernadette.lynch@haverling.gov.uk**



**Please note that this meeting will be webcast.
Members of the public who do not wish to appear
in the webcast will be able to sit in the balcony,
which is not in camera range.**

Cabinet, 8 July 2026

Please would all Members and officers attending ensure they sit in their allocated seats as this will enable correct identification of participants on the meeting webcast.

Under the Committee Procedure Rules within the Council's Constitution the Chairman of the meeting may exercise the powers conferred upon the Mayor in relation to the conduct of full Council meetings. As such, should any member of the public interrupt proceedings, the Chairman will warn the person concerned. If they continue to interrupt, the Chairman will order their removal from the meeting room and may adjourn the meeting while this takes place.

Excessive noise and talking should also be kept to a minimum whilst the meeting is in progress in order that the scheduled business may proceed as planned.

Protocol for members of the public wishing to report on meetings of the London Borough of Havering

Members of the public are entitled to report on meetings of Council, Committees and Cabinet, except in circumstances where the public have been excluded as permitted by law.

Reporting means:-

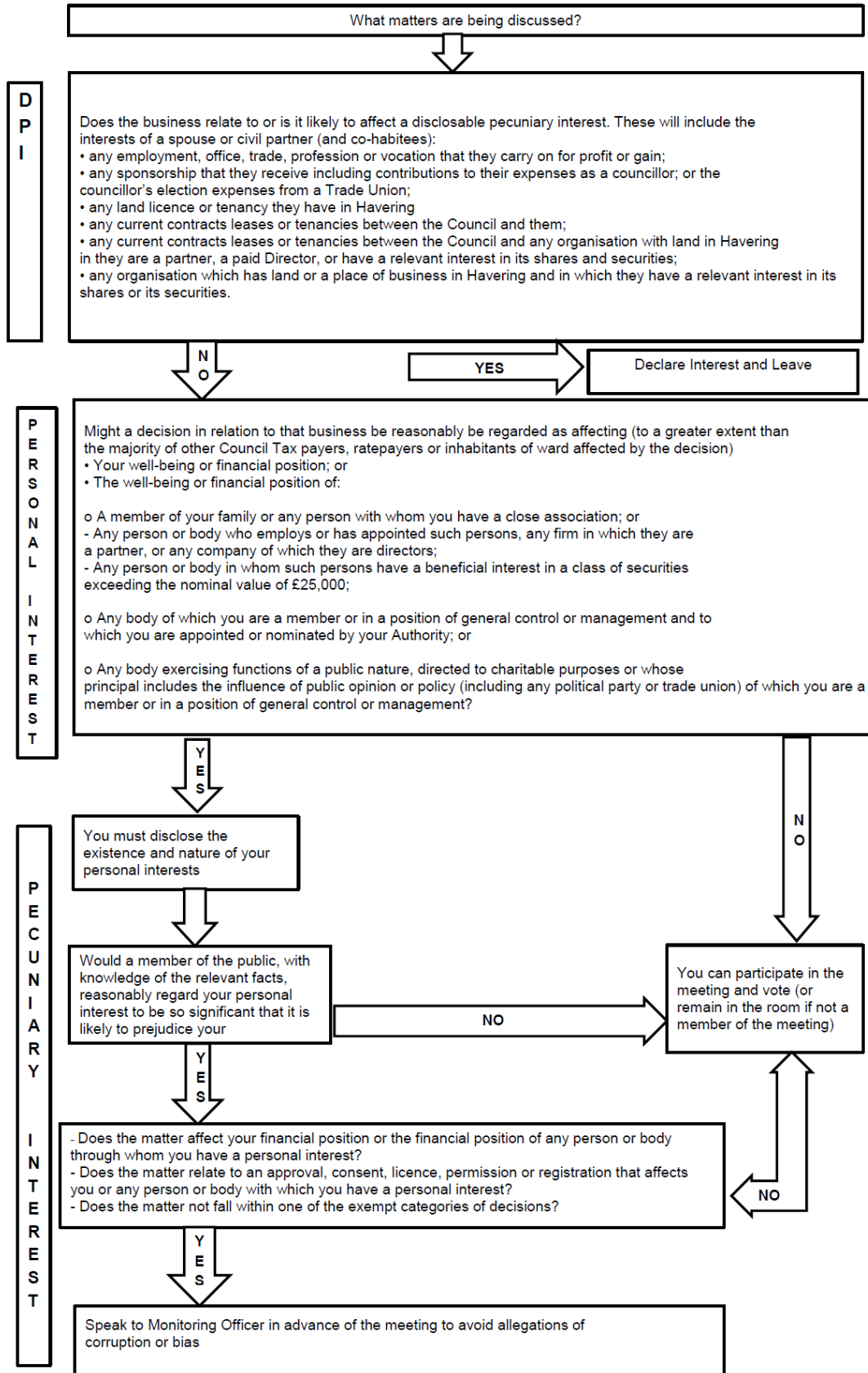
- filming, photographing or making an audio recording of the proceedings of the meeting;
- using any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later; or
- reporting or providing commentary on proceedings at a meeting, orally or in writing, so that the report or commentary is available as the meeting takes place or later if the person is not present.

Anyone present at a meeting as it takes place is not permitted to carry out an oral commentary or report. This is to prevent the business of the meeting being disrupted.

Anyone attending a meeting is asked to advise Democratic Services staff on 01708 433076 that they wish to report on the meeting and how they wish to do so. This is to enable employees to guide anyone choosing to report on proceedings to an appropriate place from which to be able to report effectively.

Members of the public are asked to remain seated throughout the meeting as standing up and walking around could distract from the business in hand.

DECLARING INTERESTS FLOWCHART – QUESTIONS TO ASK YOURSELF



Principles of conduct in public office

In accordance with the provisions of the Localism Act 2011, when acting in the capacity of a Member, they are committed to behaving in a manner that is consistent with the following principles to achieve best value for the Borough's residents and to maintain public confidence in the Council.

SELFLESSNESS: Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

INTEGRITY: Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

OBJECTIVITY: In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

ACCOUNTABILITY: Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

OPENNESS: Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

HONESTY: Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

LEADERSHIP: Holders of public office should promote and support these principles by leadership and example.

AGENDA

1 ANNOUNCEMENTS

On behalf of the Chair, there will be an announcement about the arrangements in case of fire or other events that might require the meeting room or building's evacuation.

2 APOLOGIES FOR ABSENCE

If any receive;-

3 DISCLOSURES OF INTEREST

Members are invited to disclose any interests in any of the items on the agenda at this point of the meeting. Members may still disclose an interest in an item at any time prior to the consideration of the matter.

4 MINUTES (Pages 7 - 18)

To approve or note as a correct record the minutes of the meeting held on **11 March 2026** and to authorise the Chair to sign them.

5 APPROVAL TO ENTER INTO A S75 AGREEMENT WITH THE NHS NORTH EAST LONDON ICB TO GOVERN THE DELIVERY OF THE BETTER CARE FUND 2026-2027 (Pages 19 - 90)

6 COUNCIL REVENUE AND CAPITAL OUTTURN REPORT 2025/26 (Pages 91 - 132)



MINUTES OF A CABINET MEETING
Council Chamber - Town Hall
Wednesday, 11 March 2026
(7.00 - 8.53 pm)

Present:

Councillor Ray Morgon (Leader of the Council), Chairman

	Cabinet Member responsibility:
Councillor Gillian Ford (Vice-Chair)	Lead Member for Adults & Wellbeing
Councillor Oscar Ford	Lead Member for Children & Young People
Councillor Paul Middleton	Lead Member for Digital, Transformation & Customer Services
Councillor Natasha Summers	Lead Member for Housing Need & Climate Change
Councillor Christopher Wilkins	Lead Member for Finance
Councillor Graham Williamson	Lead Member for Regeneration

Apologies were received for the absence of Councillors Paul McGeary and Barry Mugglestone.

9 ANNOUNCEMENTS

On behalf of the Chair, there was an announcement about the arrangements in case of fire or other events that might require the meeting room or building's evacuation.

10 APOLOGIES FOR ABSENCE

Apologies received from Councillor Barry Mugglestone and Councillor Paul McGeary.

11 DISCLOSURES OF INTEREST

There were no disclosures of interest.

12 MINUTES

The minutes of the meetings held on 18th February 2026, were agreed as a correct record and the Chair signed them.

13 **APPROVAL TO PROCEED WITH HAVERING'S HEALTHY CHILD PROGRAMME PROCUREMENT AND TO DELEGATE AUTHORITY FOR DECIDING THE PROCUREMENT ROUTE**

Report Title: **Approval to proceed with Havering's Healthy Child Programme procurement and to delegate authority for deciding the procurement route**

Presented by: **Councillor Gillian Ford (Cabinet Member for Adults and Health Wellbeing)**

Summary:

Havering Council has a statutory duty to commission public health services for children and young people aged 0–19 years old. The 0–5 element of the Healthy Child Programme (HCP) is led by the health visiting service through the five mandated health assessment visits. The 5–19 element is led by the school nursing service, which includes delivery of the mandated National Child Measurement Programme (NCMP).

The current HCP contract is due to end on 31st March 2027, and the Council must commence procurement for a new contract. This paper seeks Cabinet's permission to begin this procurement and to delegate authority for deciding the final procurement route to the Director of Public Health, in consultation with the Cabinet Member for Adults and Wellbeing and the Strategic Director of Resources, with oversight from the Procurement Gateway Review Group.

The new 7-year contract is expected to include additional investment, with an estimated lifetime contract value of £29 million, reflecting increased population demands particularly amongst the school-aged cohorts.

A Key Executive Decision paper will be presented to Cabinet to make the decision about the contract award.

The intended outcome of this paper is to ensure a compliant, timely procurement that secures a sustainable and high-quality HCP services for Havering's children, young people and families, while enabling the selection of the most appropriate procurement route based on thorough assessments and best value.

Cabinet:

1. **Agreed** with the procurement of the Havering Healthy Child Programme.

2. **Delegated** authority on the decision regarding contract procurement route to the Director of Public Health, in consultation with the Cabinet Member for Adults and Wellbeing, Strategic Director of Resources and with oversight from Procurement Gateway Review Group.

14 **PERMISSION TO PROCURE THE INTEGRATED SEXUAL HEALTH SERVICE**

Report Title: **Permission to Direct Award under PSR Process C the Integrated Sexual and Reproductive Health Service to BHRUT**

Presented by: **Councillor Gillian Ford (Cabinet Member, Adults and Health Wellbeing)**

Summary:

Local Authorities have a statutory responsibility, as outlined in the Health and Social Care Act 2012, to commission sexual and reproductive health (SRH) services for their residents. This ensures that individuals have access to essential healthcare services in line with national legislation.

At present, Barking Havering and Redbridge University Hospitals NHS Trust (BHRUT) delivers the Integrated Sexual Health Service (ISHS) with the contract set to conclude on 30 September 2026. The London Borough of Havering (LBH) has been working in partnership with the London Boroughs of Barking and Dagenham (LBBD) and Redbridge (LBR) to jointly commission ISHS services for several years, with the intention to continue this arrangement for the new contract. Newham Shared Services will continue to monitor the contract on behalf of all three boroughs in accordance with an existing Inter Authority Agreement

Under Provider Selection Regime (PSR) procurement regulations that were implemented in 2024, authorities have the option to directly award healthcare contracts if the new contract is not deemed materially different and the incumbent provider is assessed as having delivered the contract to a satisfactory standard. Following detailed assessment of incumbent provider performance against the PSR Direct Award C Criteria, commissioners from the three participating boroughs have concluded that this is an acceptable and desirable route of award.

Cabinet:

For reasons set out in this report, it is recommended that Cabinet:

1. **Approved** the Direct Award under PSR Process C of the Integrated Sexual and Reproductive Health Service to BHRUT for the period 1st October 2026 to 30th September 2033 at an estimated total cost of £9.1m. as set out in this report.

2. **Delegated** authority to the Director of Public Health, in consultation with the Cabinet Member for Adults and Health Wellbeing to:
 - a) award the contract upon completion of the Direct Award Process C
 - b) Agree any variations to baselines, tariffs, and work packages over the lifetime of the contract

15 **EXTENSION OF CONTRACT FOR ESTATE IMPROVEMENTS AND RETROFIT**

Report Title: **Approval to increase the term and value of a contract for Estate Improvements and External Works**

Presented by: **Councillor Ray Morgon, Council Leader**

Summary:

As part of the Council's responsibilities as a landlord, it has a duty to undertake repairs and maintenance to its HRA housing stock. The Council entered into a contract with BTS Property Solutions Limited (formally Build-Therm Services Limited) for estate improvements and external works. The original contract was awarded for a five-year term.

The Council is in the process of awarding and mobilising several long-term Major Works contracts through which these services will be delivered in future, but due to a longer than anticipated procurement and mobilisation programme, there may be a gap in service delivery, which this requested extension will address.

In order to allow the timely delivery of works already identified, it is proposed to extend the existing contract for 12 months until the new contracts are fully operational, later in 2026. This will also allow for the current procurement to be completed and time for mobilisation under the new contract.

Cabinet:

Agreed to extend the contract with BTS Property Solutions Limited to deliver estate improvements and external works to HRA properties for a period of one year at a maximum value of £3 million.

16 **ADOPTION OF FLOOD RISK MANAGEMENT PLAN AND SURFACE WATER MANAGEMENT PLAN**

Report Title: **Adoption of Flood Risk Management Strategy and Surface Water Management Plan**

Presented by: : **Councillor Ray Morgon, Council Leader**

Summary:

- 1.1 The Council is legally required to develop and maintain a Flood Risk Management Strategy (FRMS) under the Flood and Water Management Act 2010, which designates local authorities as Lead Local Flood Authorities (LLFAs). This duty includes identifying local flood risks, setting out measures to manage them, and coordinating with other Risk Management Authorities such as the Environment Agency and water companies. The strategy ensures compliance with statutory obligations and provides a framework for monitoring and reporting flood risk activities.
- 1.2 Without this strategy, the Council would risk legal non-compliance, financial penalties, and reputational damage.
- 1.3 Under the Flood and Water Management Act 2010, councils acting as Lead Local Flood Authorities must manage local flood risks, including those from surface water. The Surface Water Management Plan (SWMP) provides the detailed analysis and actions needed to meet these statutory duties and align with national flood risk regulations.
- 1.4 A FRMS provides a structured approach to:
 - Identify high-risk areas and prioritise interventions.
 - Integrate sustainable drainage and resilience measures into planning.
 - Coordinate with stakeholders for emergency preparedness and recovery.
 - Secure funding and meet statutory obligations under environmental and planning law.
- 1.5 By adopting this strategy, the Council ensures legal compliance, long-term resilience, protects communities, and supports sustainable growth.

Cabinet:

Agreed to adopt the Local Flood Risk Management Strategy, Surface Water Management Plan & Action Plan. These are attached as Appendix A, B, C & D.

17 ACTIVE TRAVEL STRATEGY ADOPTION

Report Title: **Active Travel Strategy Adoption**

Presented by: : **Councillor Ray Morgon, Council Leader**

Summary:

The Council has developed an Active Travel Strategy for the borough setting out the Council's long-term vision for providing residents with opportunities for travel within the borough sustainably, should they choose to do so.

The strategy proposes a coordinated, ambitious approach to making active travel a realistic and attractive choice for everyone in Havering. It combines infrastructure improvements, behaviour change initiatives, and policy alignment to deliver measurable benefits for health, environment, economy, and community life.

Purpose and Vision

The strategy sets out a 15-year plan to transform travel in Havering by making walking, cycling, and public transport the preferred modes for everyday journeys. It aims to address challenges such as traffic congestion, air pollution, and health inequalities, while supporting economic vitality and community wellbeing. The vision is for Havering's residents, businesses, and visitors to be less dependent on cars and to benefit from a healthier, more sustainable environment.

Key Proposals

To achieve its vision by 2041, measures will be delivered in three key areas:

- Physical measures: Creating an active travel network, mobility hubs, and upgraded travel information.
- Supporting measures: Traffic management, data collection, and policy and design guidance.
- Soft measures: Encouraging behaviour change, engagement, and facilitating access to cycles and micro-mobility.

The Havering Active Travel Strategy has been developed collaborating with key internal and external stakeholders. Workshops have given the Council a greater understanding of stakeholder needs and priorities which has helped identify emerging plans across the borough.

This strategy aligns with the latest regional and national objectives and has been tailored to Havering's unique context.

Delivery and Monitoring

A detailed action plan sets out specific measures, timeframes, and policy alignments across seven themes (infrastructure, engagement, funding, policy, traffic management, information, and micromobility).

Progress will be reported back on an annual basis to the Council's Place Overview and Scrutiny Committee (OSC).

Cabinet:

1. **Approved** the active travel principles and measures set out within the active travel strategy for implementation in Havering, throughout the period between 2026 and 2041.
2. **Agreed** to the adoption of the Active Travel Strategy

18 **PROPOSALS FOR THE VOLUNTARY MAKING OF FOUR FURTHER VILLAGE GREENS WITHIN HAVERING**

Report Title: **Proposals for the voluntary making of four further Village Greens within Havering.**

Presented by: **Councillor Graham Williamson (Cabinet Member, Development and Regeneration)**

Summary:

This is a report to enable Cabinet to consider proposals to make voluntary village green registrations of four green spaces in the borough. If the recommendations in the report receive approval, Officers will carry out the necessary actions to ensure the delivery of the village greens.

Cabinet:

1. **Agreed** to apply for the voluntary village green registration of the four pieces of open land considered in this report.
2. **Instructed** officers to carry out all necessary actions to achieve successful registration as agreed in recommendation 1 above.
3. **Agreed** the attached engagement and consultation process.

19 **DFE CAPITAL FUNDING FOR CHILDREN'S HOMES**

Report Title: **DFE Capital Funding for Children's Homes**

Presented by: **Councillor Oscar Ford (Cabinet Member for Children and Young People)**

Summary:

In February 2025 the Council made a formal bid to the Department for Education (DFE) for a capital grant to create two children's homes. The Council was notified of its successful bid at the end of the summer 2025.

Havering's proposal is to purchase and adapt two family homes in the borough. The intention is to purchase a five or six bedroomed property and a four bedroomed property with the plan to provide a four bed and a two bed children's home.

The grant application identified three capital financial partners and the proportion of their capital commitment;

DFE- £1.03m (50%)

LBH- £0.515m (25%) NEL ICB- £0.515m (25%)

The DFE wants to support councils to create new local authority owned children's homes for three purposes:

- To provide an alternative care pathway for children who may require in-patient mental health care.
- To provide a step-down from in-patient mental health care to prevent delays of discharge from hospital; and
- To prevent children from being placed in high-cost unregulated care homes.

Havering's application identified cohorts of children this service would be appropriate for. At the point of making the application Havering had experienced four young people being discharged from in-patient hospital treatment, their average weekly care costs in children's homes were £16,000 each, which equates to an annual cost of £3.33m. All four of these children needed specialist provision which was only available outside of Havering. The transition from hospital to out of authority care placements also ceased the involvement of NELFT's CAMHS service.

The application estimated that the creation of Havering owned children's homes would reduce the care costs of these four young people. The estimated annual cost avoidance of £1m is based upon an estimated targeted unit cost per child per week which will be published when the contract for the care provider is tendered for.

Since the application was submitted the complexity of some of the children in care has resulted in the Council needing to use services that could not meet the needs of the young people. Four young people were placed with OFSTED Registered Supported Accommodation providers, but they required registered children's homes rather than support providers.

Their packages of support included 2:1 or 3:1 staffing ratios and at times the use of Deprivation of Liberty Orders. The average cost of these children's packages was £10,993 per week, and they were also all placed outside of Havering.

Therefore, the Council has greater evidence that by providing a local registered children's home service more children can be cared for within the borough, close to their families and friends, will be able to maintain their schooling and continue to access mental health services provided by NELFT's CAMHS service. The Council will also be able to reduce expenditure and place fewer children in unsuitable provision.

The new homes will also enable the planning to return children from high cost out of borough care provision back into their local communities, close to family and friends, as well as support services who know them. This transition planning will be managed through the Havering Access to Resources Panel (HARP). This is chaired by the Assistant Director for Safeguarding, and ensures that resources are managed appropriately, and offer best value.

Cabinet:

1. **Accepted** the £1.03m capital grant from the DFE and enter into the grant agreement with DfE.
2. **Committed** £0.515m in capital funding to the total capital requirement of £2.06m to purchase and develop the homes.
3. **Delegated** authority to the Strategic Director for Place to select and agree to the purchase of the two homes on behalf of the Council.
4. **Agreed** the procurement of a care provider via an open tendering process.
5. **Agreed** the waiver of the standard weightings of 70% price and 30% quality for the procurement of the care provider to 40% price and 60% quality (including social value) for the reasons set out below.
6. **Delegated** authority to the Lead Member of Children's Services to make the decision to award the care contract to the successful bidder following the competitive tender process.

20 **REVENUE AND CAPITAL BUDGET MONITORING REPORT 2025/26.**

Report Title: **Revenue and Capital Budget Monitoring Report 2025/26.**

Presented by: **Councillor Chris Wilkins (Cabinet Member for Finance)**

Summary:

This report gives an overview of the Council's financial position setting out the forecast revenue expenditure as at the end of January 2026 with an explanation of the significant variances. It also provides an update on progress towards savings targets and an overview of the capital programme at the end of quarter three.

Cabinet:

- 2.1 **Noted** the improvements in the Council's financial position that have mean that the forecast outturn position as at the end of P10 is an underspend on the Council's General Fund of £17.4m (sections 4, 5 and 6) and an underspend on the HRA of £2.83m (Section 8)
- 2.2 **Noted** the progress toward the delivery of savings as set out in the Council's MTFS as at the end of December 2025 (quarter three of the financial year) as set out in section 7

- 2.3 **Noted** the forecast overspend of £31.5m DSG budgets that will bring the overall DSG deficit to £67.7m (section 9). An update on the impact on the Council's financial position following the announcement of the High Needs Stability Grant is given in the same section.
- 2.4 **Noted** the update in section 10 on the position of the Council's maintained schools.
- 2.5 **Noted** the capital monitoring position of the Council as at the end of December 2025 (quarter three of the financial year) as set out in section 12
- 2.6 **Noted** that £3,695,506.79 of irrecoverable Council Tax debt has been passed for approval to write-off.

21 **QUARTER 3 CORPORATE PERFORMANCE REPORT**

Report Title: **Quarter 3 Corporate Performance Report**

Presented by: **Councillor Ray Morgon, Council Leader**

Summary:

The Council's Corporate Plan was formally adopted in April 2024. A review of the metrics took place towards the end of the financial year and the updated corporate plan was agreed and formally adopted at cabinet in April 2025.

The Corporate Plan continues to be made up of the three Strategic Director Service plans and describes how we will deliver the vision under the following three themes:

- Supporting our residents to stay safe and well
- A great place to live work and enjoy
- Enabling a resident-focussed and resilient council

Under each theme sit a number of outcomes and key deliverables associated to the Key Performance Indicators (KPIs) that were agreed to be the most appropriate for measuring progress. These KPIs have been brought together into a Corporate Plan Performance Report, which provides an overview of the Council's performance. The report is presented in PowerBI and highlights good performance and potential areas for improvement.

The Overall KPI status page identifies where the Council is performing well (Green) and not so well (Amber and Red). KPIs which are narrative only, or for which it is not appropriate to set a target, are shown in Blue. RAG ratings for 2025/26 are as follows:

- Red = Below target

- Amber = Below target but within target tolerance
- Green = On or above target

Also included in the Power-BI report are Direction of Travel (long-term and short-term), which compares:

- Short-term performance – with the previous quarter (Quarter 2 2025/26)
- Long-term performance – with the same time the previous year (Quarter 3 2024/25, where available)

Please note the green arrow shows if (□) higher performance is better or (□) lower performance is better.

Cabinet:

Considered all indicators (especially the red indicators highlighted within the body of this report) and **noted** the levels of performance set out in the power-bi report.

22 **AWARD OF CONTRACT TO CONSTRUCT THE NEW BALGORES SPECIAL SCHOOL**

Report Title: **Award of the Main Contract for the Construction of Balgores Special School**

Presented by: **Councillor Oscar Ford (Cabinet Member, Children's Services)**

Summary:

This report provides a summary of the Balgores School project, with recommendations to award the main contract to construct the school following the successful completion of Stage 1 (the Pre-Construction Services Contract) and the provision of a firm price for Stage 2 - construction of the new Special School on the Balgores Field on Balgores Lane, Gidea Park, to provide the children of Havering with special educational needs with the educational care they require.

Cabinet:

- 1) **Approved** the award of a JCT Design and Build Contract (with LBH Amendments) to Galliford Try Ltd for the construction of the new special educational needs school on Balgores Field, Balgores Lane, Romford, for the value of £ 38,552,461, subject to grant of Planning Approvals as set out within this report; and
- 2) **Agreed** to enter into all associated documentation.

Chairman



CABINET

Subject Heading:

Approval to enter into a s75 Agreement with the NHS North East London ICB to govern the delivery of the Better Care Fund 2026-2027

Cabinet Member:

Councillor Graham Day, Cabinet Member for Adults and Health

ELT Lead:

Barbara Nicholls, Strategic Director of People

Report Author and contact details:

Laura Wheatley

Email: laura.wheatley@havering.gov.uk

Policy context:

The Better Care Fund (BCF) programme supports local systems to successfully deliver the integration of health and social care in a way that supports person-centred care, sustainability and better outcomes for people and carers.

Financial summary:

The Better Care Fund will provide £40,925,371 to be spent on Health and Social Care in 2026 – 2027.

2026-2027	
Disabled Facilities Grant	£2,643,774
NHS Minimum Contribution	£28,988,264
Local Authority Better Care Grant	£8,419,703
Additional LA contribution	£873,730
Additional NHS contribution	£0
Total	£40,925,371

Is this a Key Decision?

(a) Expenditure or saving (including anticipated income) of £500,000 or more

(c) Significant effect on two or more Wards

When should this matter be reviewed? 31st March 2027

Reviewing OSC: People's Overview and Scrutiny Sub Committee

The subject matter of this report deals with the following Council Objectives

People - Supporting our residents to stay safe and well **X**
Place - A great place to live, work and enjoy
Resources - Enabling a resident-focused and resilient Council

SUMMARY

This report seeks approval to enter into a s75 Agreement with the NHS North East London ICB to govern the delivery of the Better Care Fund 2026-2027.

The oversight for this in Havering will be the Health and Wellbeing Board, with delegated authority to the Cabinet Member for Adults and Health and the Strategic Director of People, to undertake monitoring and scrutiny of the operation of the arrangements.

RECOMMENDATIONS

That Cabinet:

1. Agree to enter into a section 75 agreement with NHS North East London ICB, on the terms and conditions outlined in this report, to govern the delivery of the approved Better Care Fund Plan for Havering for the period 2026/2027.
2. Delegate authority to approve the final terms of the proposed section 75 agreement to the Cabinet Member for Adults and Health and the Strategic Director of People.
3. Delegate the function of monitoring the implementation and operation of the Better Care Fund and s75 Agreement to the Cabinet Member for Adults and Health.
4. Delegate authority for all necessary decisions with respect to the implementation and operation of all matters relating to the Better Care Fund and section 75 agreement to the Strategic Director of People.

REPORT DETAIL

This report seeks approval to enter into a s75 Agreement with the NHS North East London ICB to govern the delivery of the Better Care Fund 2026-2027.

Introduction

The Better Care Fund (BCF) is a program established by the UK government to promote the integration of health and social care services. It aims to provide better coordinated and more person-centered care by pooling resources from the National Health Service (NHS) and local government budgets. The initiative is designed to address the challenges posed by an aging population and increasing demand for health and social care services.

Goals of the Better Care Fund

The primary goals of the Better Care Fund are:

- **Alignment with Neighbourhood Health Services:** Integrating BCF-funded services with wider, community-based, and preventative health and care teams.
- **Shift from Sickness to Prevention:** Supporting people to remain independent for longer, preventing the escalation of care needs.
- **Hospital to Home (Discharge):** Improving timely and effective discharge from hospital settings, ensuring people can recover in their own homes.
- **Increased Integration:** Improving joint commissioning of integrated neighbourhood teams and community services.
- **Support for Unpaid Carers:** Ensuring continued support for carers.

Benefits for Residents

The Better Care Fund offers several benefits for residents, including:

- **Coordinated Care:** Residents receive more coordinated care, reducing the need for multiple assessments and ensuring that all their healthcare and social care needs are addressed holistically.
- **Improved Access:** Residents have better access to a range of services, including preventive care, community support, and rehabilitation services, leading to improved health outcomes.
- **Enhanced Resident Experience:** By providing more personalized and integrated care, patients experience a higher quality of service and greater satisfaction with their care.
- **Support for Independent Living:** Residents are supported to live independently in their homes, reducing the need for long-term institutional care.

Benefits for Healthcare Providers

Healthcare providers also benefit from the Better Care Fund in several ways:

- **Resource Optimisation:** By pooling resources and working collaboratively, healthcare providers can optimize the use of available resources and reduce duplication of services.

- Improved Communication: Enhanced communication and information sharing between health and social care providers leads to better decision-making and more effective care planning.
- Reduced Pressure on Hospitals: By providing better support in the community, the pressure on hospitals is reduced, allowing them to focus on acute and specialist care.
- Professional Development: Health and social care professionals have the opportunity to develop new skills and knowledge through integrated working practices.

Delivering BCF Key Objectives for 2026-27

Objective 1: Delivering Integrated and Preventative Care

Havering will implement plans to:

- Create an environment that supports healthy, independent living, enabling residents to access preventative care early and stay well for longer.
- Organise care around individual needs, with a single point of access and integrated pathways across agencies.
- Use data and shared intelligence to target resources where they have the greatest impact (population health, JSNA-driven priorities).
- Remove organisational barriers, promoting seamless care between health, social care, housing, and wider services.
- Implement a new model of care tailored to rising demand, demographic pressures, and financial constraints.

Objective 2: Compliance with BCF Expenditure & Grant Requirements

Havering will implement plans to:

- Formal pooled funding arrangements between the London Borough of Havering and NHS North East London ICB under Section 75 of the National Health Service Act 2006 will continue to underpin delivery.
- Havering commits to ensuring funding is aligned with strategic priorities, supports intermediate care capacity, and protects social care services that support hospital flow.
- A clear set of BCF schemes has been defined for 2026, each linked to BCF national objectives and local system priorities.

Objective 3: Effective Joint Governance, Reporting & Oversight

Havering will implement plans for:

- Clear joint governance between the Council, ICB, and Health & Wellbeing Board, ensuring transparency, shared accountability, and monitoring of outcomes.
- Routine review of expenditure, performance, and value for money, drawing on best practice and benchmarking to guide improvements.
- Governance arrangements support continuous improvement, ensuring schemes adapt in-year and over time based on learning and performance.

Metrics for 2026-2027

Havering will set goals against four headline metrics:

- Non elective admissions to hospital for people aged 65 and over per 100,000 population
- Average length of discharge delay for all acute adult patients derived from:

- Proportion of adult patients discharged from acute hospitals on their Discharge Ready Date (DRD)
- For those not discharged on their DRD, the average number of days from DRD to discharge
- Long-term admissions to residential and nursing care homes for people over 65 per 100,000 population
- The proportion of people aged 65 and over who were discharged from hospital into reablement and who remained in the community in the 12 weeks following discharge

Havering will prepare plans showing projected demand and planned capacity for intermediate care services to support independence and avoid unnecessary hospital admissions.

Delivery via Section 75 Agreement

The Better Care Fund is delivered through various mechanisms, including Section 75 agreements, which allow NHS bodies and local authorities to pool budgets and integrate services. In Havering, the BCF is implemented via a Section 75 agreement with NHS North East London ICB.

Key Features of the Section 75 Agreement:

- Pooled Budgets: Resources from the NHS and local authority are combined to create a single budget for health and social care services.
- Joint Commissioning: Health and social care services are jointly commissioned to ensure that they meet the needs of the local population effectively.
- Integrated Service Delivery: Services are delivered in a more coordinated and integrated manner, providing a seamless experience for patients.
- Shared Governance: Governance structures are established to oversee the implementation and management of the integrated services, ensuring accountability and transparency.

Impact of the Section 75 Agreement:

- Enhanced Collaboration: Health and social care organizations work more closely together, fostering a culture of collaboration and shared responsibility.
- Improved Outcomes: The integrated approach leads to better health and social care outcomes for the local population.
- Efficient Service Delivery: Services are delivered more efficiently, reducing costs and improving value for money.
- Community Engagement: The partnership engages with the local community to ensure that services are responsive to their needs and preferences.

The Care Act 2014

The BCF underpins the implementation of the Care Act 2014, from a health integration perspective. A BCF national condition is the protection of social care services. The schemes will help support Care Act principles, as services are developed to be more personalised and person centred across the whole system.

Cabinet, 8 July 2026

Section 121 of the Care Act 2014 (Integration of care and support with health services: integration fund) provides for section 75 agreement with regard to expenditure on integration.

Funding Overview

BCF funding consists of mandatory contributions from integrated care boards (ICBs) and local authorities. Local areas can also voluntarily pool additional funding if it represents value for money.

Minimum Contributions

The minimum contributions to the BCF nationally for 2026 to 2027 are as follows:

- Minimum NHS Contribution: £5,791 million
- Local Authority Better Care Fund Grant: £2,640 million
- Disabled Facilities Grant: £723 million

Hospital Discharge Fund

NHS England has made available a hospital discharge fund to support integrated care boards (ICBs) to reduce risk and increase patient safety for patients in hospital beds and those waiting to access them. The previously ring-fenced discharge fund is now consolidated within the BCF, with a focus on reducing discharge delays. The ICB discharge funding is part of the NHS minimum contribution, while local authority discharge funding is included in the Local Authority Better Care Grant.

NHS Minimum Contribution

The NHS minimum contributions to adult social care from the total national amount will increase by 4.4% compared to 2025 to 2026.

Local Authority Better Care Grant

The Local Authority Better Care Grant must be pooled into a section 75 arrangement under the NHS Act 2006 and used according to BCF plans, without offsetting the NHS minimum contribution to adult social care.

Disabled Facilities Grant

The Disabled Facilities Grant supports housing adaptations to help people stay well and independent. The government plans to review and update the allocations formula and the grant maximum per application is currently £30,000.

Havering Allocation

The 2026 to 2027 Local Authority Better Care Grant, NHS minimum contribution and Discharge Funding for Havering are as follows:

2026-2027	
Disabled Facilities Grant	£2,643,774
NHS Minimum Contribution	£28,988,164
Local Authority Better Care Grant	£8,419,703
Additional LA contribution	£873,730
Additional NHS contribution	£0
Total	£40,925,371

Conclusion

The Better Care Fund is a pivotal initiative aimed at transforming health and social care services in the UK. By promoting integration and collaboration, it enhances the quality of care, improves patient outcomes, and supports independent living. The implementation of the BCF through a Section 75 agreement exemplifies how local authorities and NHS bodies can work together to create a more effective and efficient care system for the benefit of all.

REASONS AND OPTIONS

Reasons for the decision:

There is a statutory requirement for the BCF funds to be managed via pooled funding arrangements.

Other options considered:

The option of not entering into an agreement would only be feasible if we were not signing up to BCF principles and delivery, which is not a desirable option.

IMPLICATIONS AND RISKS

Financial implications and risks:

The recommendations made in this report do not give rise to any identifiable Financial implications or risks.

Legal implications and risks:

Under Schedule 3 of the Care Act 2014, where it is not considered safe to discharge a hospital patient, without arrangements for meeting the patient's needs for care and support being in place, the NHS body must give the Local Authority (where the patient is ordinarily resident) an assessment notice.

The local authority must then carry out an assessment of the patient's need and, where applicable, the carer's need, with a view to identifying the care and support that is necessary for them to be safely discharged. Adults Social Care and Health therefore seek approval to enter a section 75 agreement to meet such statutory duties.

Under section 75 of the National Health Service Act 2006, local authorities and NHS bodies are enabled to enter into integrated partnership arrangements in relation to the exercise of certain functions of local authorities and the NHS. Section 75 agreements aim to provide a more streamlined service and to pool resources, if such arrangements are likely to lead to an improvement in the way their functions are exercised. It is pursuant to these powers that the section 75 Agreement detailed in this Report is proposed.

Human Resources implications and risks:

The recommendations made in this report do not give rise to any identifiable Human Resources implications or risks.

Equalities implications and risks:

Havering has a diverse community made up of many different groups and individuals. The council values diversity and believes it essential to understand and include the different contributions, perspectives and experience that people from different backgrounds bring.

The Public Sector Equality Duty (PSED) under section 149 of the Equality Act 2010 requires the council, when exercising its functions, to have due regard to:

- I. the need to eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Equality Act 2010;
- II. the need to advance equality of opportunity between persons who share protected characteristics and those who do not, and;
- III. Foster good relations between those who have protected characteristics and those who do not.

Note: 'protected characteristics' are: age, gender, race and disability, sexual orientation, marriage and civil partnerships, religion or belief, pregnancy and maternity and gender reassignment.

The Council is committed to all of the above in the provision, procurement and commissioning of its services, and the employment of its workforce. In addition, the Council is also committed to improving the quality of life and wellbeing for all Havering residents in respect of socio-economics and health determinants.

This decision is to ensure that the Council has a section 75 agreement in place to deliver the Better Care Fund.

All identified opportunities for integrated delivery of care and effective integrated commissioning in Havering will be informed by the local population needs identified in the needs assessments and the priorities for health improvement and wellbeing set out in the Health and Well-Being Strategy.

The programme of integration initiatives will enable partner organisations to identify more effective ways of meeting future demographic challenges in the delivery of health and social care services across Havering, such as the significant and growing proportion of older people in the borough and increasing ethnic minority population.

Health and Wellbeing implications and Risks

The recommendations made in this report do not give rise to any identifiable Health and Wellbeing risks. Nonetheless the delivery of the BCF will improve the health and wellbeing outcomes of the population through the improving integrated care and care pathway.

ENVIRONMENTAL AND CLIMATE CHANGE IMPLICATIONS AND RISKS

The recommendations made in this report do not give rise to any identifiable environmental implications or risks.

BACKGROUND PAPERS

None

Dated

1st April

2026

THE LONDON BOROUGH OF HAVERING

and

**NHS NORTH EAST LONDON
INTERGRATED CARE BOARD**

**PARTNERSHIP AGREEMENT RELATING TO THE
COMMISSIONING OF HEALTH AND SOCIAL CARE
SERVICES & THE BETTER CARE FUND**

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THIS AGREEMENT is made on 1st April 2026

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford RM1 3BD (**the "Council"**)
- (2) **NHS NORTH EAST LONDON INTEGRATED CARE BOARD** of 9th Floor, 20 Churchill Place London E14 5HJ (**the "ICB"**)

BACKGROUND

- (A) The Council has responsibility for commissioning and/or providing social care services on behalf of the population of the borough of Havering.
- (B) The ICB has the responsibility for commissioning health services pursuant to the 2006 Act in the London borough of Tower Hamlets, the City of London, London Borough of Barking and Dagenham, London Borough of Hackney, London Borough of Havering, London Borough of Redbridge, London Borough of Newham, and London Borough of Waltham Forest.
- (C) Section 75 of the 2006 Act gives powers to local authorities and NHS bodies to establish and maintain pooled funds out of which payment may be made towards expenditure incurred in the exercise of prescribed local authority functions and prescribed NHS functions. The Partners are entering into this Agreement in exercise of the powers referred to in Section 75 of the 2006 Act.
- (D) The Better Care Fund has been established by the Government to provide funds to local areas to support the integration of health and social care and to seek to achieve the National Conditions and Local Objectives. It is a requirement of the Better Care Fund that the ICB and the Council establish a pooled fund for this purpose. The Partners have agreed the Individual Schemes under the Better Care Fund as set out in Schedule 2 and Schedule 10.
- (E) The Partners also wish to extend the use of pooled funds to include funding streams from outside of the Better Care Fund in accordance with the Individual Schemes contained in Schedule 10.
- (F) The purpose of this Agreement is to set out the terms on which the Partners have agreed to collaborate and to establish a framework through which the Partners can secure the future position of health and social care services through lead or joint commissioning arrangements. It is also means through which the Partners can pool funds and align budgets as agreed between the Partners.
- (G) The aims and benefits of the Partners in entering into this Agreement are to:
 - a) improve the quality and efficiency of the Services;
 - b) meet the National Conditions and Local Objectives; and
 - c) make more effective use of resources through the establishment and maintenance of a pooled fund for revenue expenditure on the Services.

1 DEFINED TERMS AND INTERPRETATION¹

1.1 In this Agreement, save where the context requires otherwise, the following words, terms and expressions shall have the following meanings:

2000 Act means the Freedom of Information Act 2000.

2004 Regulations means the Environmental Information Regulations 2004.

2006 Act means the National Health Service Act 2006.

Affected Partner means, in the context of Clause 25, the Partner whose obligations under the Agreement have been affected by the occurrence of a Force Majeure Event.

Agreement means this agreement including its Schedules and Appendices.

Annual Report means the annual report produced by the Partners in accordance with Clause 20 (Review).

Approved Expenditure means any expenditure approved by the Partners in writing or as set out in the Scheme Specification in relation to an Individual Service above any Contract Price, Permitted Expenditure or agreed Third Party Costs.

Authorised Officers means an officer of each Partner appointed to be that Partner's representative for the purpose of this Agreement.

BCF Quarterly Report means the quarterly report produced by the Partners and provided to the Health and Wellbeing Board.

BCF 2026/26 Agreement means the agreement between the Parties in respect of the Better Care Fund for the period commencing 1 April 2026.

Better Care Fund means the Better Care Fund as described in NHS England Publications Gateway Ref. No.00314 and NHS England Publications Gateway Ref. No.00535 as relevant to the Partners.

Better Care Fund Plan means the plan agreed by the Partners setting out the Partners plan for the use of the Better Care Fund. The Better Care Fund Plan for Financial Year 2026/26 is attached at Schedule 7 and shall be updated for each Financial Year.

Better Care Fund Requirements means any and all requirements on the ICB and Council in relation to the Better Care Fund set out in Law and guidance published by the Department of Health.

ICB Statutory Duties means the duties of the ICB pursuant to Sections 14P to 14Z2 of the 2006 Act and the Health and Care Act 2022.

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) in England of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent in England after the Commencement Date

Commencement Date means 1st April 2026.

Confidential Information means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement and the Services and:

- a) which comprises Personal Data or Sensitive Personal Data or which relates to any patient or his treatment or medical history;
- b) the release of which is likely to prejudice the commercial interests of a Partner or the interests of a Service User respectively; or
- c) which is a trade secret.

Contract Price means any sum payable under a Services Contract as consideration for the provision of goods, equipment, or services as required as part of the Services and which, for the avoidance of doubt, does not include any Default Liability.

Default Liability means any sum which is agreed or determined by Law or in accordance with the terms of a Services Contract to be payable by any Partner(s) as a consequence of (i) breach by any or all of the Partners of an obligation(s) in whole or in part) under a Services Contract or (ii) any act or omission of a third party for which any or all of the Partners are, under the terms of the relevant Services Contract.

Financial Contributions means the financial contributions made by each Partner to a Pooled Fund in any Financial Year.

Financial Year means each financial year running from 1 April in any year to 31 March in the following calendar year.

Force Majeure Event means one or more of the following:

- a) war, civil war (whether declared or undeclared), riot or armed conflict;
- b) acts of terrorism;
- c) acts of God;
- d) fire or flood;
- e) industrial action;
- f) prevention from or hindrance in obtaining raw materials, energy, or other supplies;
- g) any form of contamination or virus outbreak; and
- h) any other event,
in each case where such event is beyond the reasonable control of the Partner claiming relief.

Functions means the NHS Functions and the Health Related Functions.

Health Related Functions means those of the health related functions of the Council, specified in Regulation 6 of the Regulations as relevant to the commissioning of the Services and which may be further described in the relevant Scheme Specification.

Host Partner means for each Pooled Fund the Partner that will host the Pooled Fund and for any Non Pooled Fund the Partner that will host the Non Pooled Fund

Health and Wellbeing Board means the Health and Wellbeing Board established by the Council pursuant to Section 194 of the Health and Social Care Act 2012.

Indirect Losses means loss of profits, loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis.

Individual Scheme means one of the schemes which has been agreed by the Partners to be included within this Agreement using the powers under Section 75 of the 2006 Act as documented in a Scheme Specification.

Integrated Commissioning means arrangements by which both Partners commission Services in relation to an Individual Scheme on behalf of each other in exercise of both the NHS Functions and Council Functions through integrated structures.

Joint (Aligned) Commissioning means a mechanism by which the Partners jointly commission a Service. For the avoidance of doubt, a joint (aligned) commissioning arrangement does not involve the delegation of any functions pursuant to Section 75.

Law means:

- a) any statute or proclamation or any delegated or subordinate legislation;
- b) any enforceable community right within the meaning of Section 2(1) European Communities Act 1972;
- c) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and
- d) any judgment of a relevant court of law which is a binding precedent in England.

Lead Commissioning Arrangements means the arrangements by which one Partner Commissions Services in relation to an Individual Scheme on behalf of the other Partner in exercise of both the NHS Functions and the Health Related Functions.

Lead Partner means the Partner responsible for commissioning an Individual Service under a Scheme Specification.

Local Objectives means the aims and objectives of the Partners in accordance with section 3 of Schedule 6 ("Overall Approach to Integration") as are amended or replaced from time to time.

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but excluding Indirect Losses and "Loss" shall be interpreted accordingly.

Month means a calendar month.

National Conditions mean the national conditions as set out in the National Guidance as are amended or replaced from time to time.

National Guidance means any and all guidance in relation to the Better Care Fund as issued from time to time by NHS England, the Department of Communities and Local Government, the Department of Health, the Local Government Association either collectively or separately.

NHS Functions means those of the NHS functions listed in Regulation 5 of the Regulations as are exercisable by the ICB as are relevant to the commissioning of the Services and which may be further described in each Service Schedule.

Non Pooled Fund means the budget detailing the financial contributions of the Partners which are not included in a Pooled Fund in respect of a particular Service as set out in the relevant Scheme Specification.

Non-Recurrent Payments means funding provided by a Partner to a Pooled Fund in addition to the Financial Contributions pursuant to arrangements agreed in accordance with Clause 10.3.

Overspend means any expenditure from a Pooled Fund in a Financial Year which exceeds the Financial Contributions for that Financial Year.

Partner means each of the ICB and the Council, and references to "**Partners**" shall be construed accordingly.

Partnership Board means the partnership board responsible for review of performance and oversight of this Agreement as set out in Clause 19.2 and Schedule 2 or such other arrangements for governance as the Partners agree.

Partnership Board Quarterly Reports means the reports that the Pooled Fund Manager shall produce and provide to the Partnership Board on a Quarterly basis

Partnership Regulations means the Partnership (Accounts) Regulations 2008

Permitted Budget means in relation to a Service where the Council is the Provider, the budget that the Partners have set in relation to the particular Service.

Permitted Expenditure has the meaning given in Clause 7.3.

Personal Data means Personal Data as defined in the UK Data Protection Legislation.

Pooled Fund means any pooled fund established and maintained by the Partners as a pooled fund in accordance with the Regulations

Pooled Fund Manager means such officer of the Host Partner for the relevant Pooled Fund established under an Individual Scheme as is nominated by the Host Partner from time to time to manage the Pooled Fund in accordance with Clause 8.

Provider means a provider of any Services commissioned under the arrangements set out in this Agreement including the Council where the Council is a provider of any Services.

Public Health England means the SOSH trading as Public Health England.

Quarter means each of the following periods in a Financial Year:

- 1 April to 30 June
- 1 July to 30 September
- 1 October to 31 December
- 1 January to 31 March

and "**Quarterly**" shall be interpreted accordingly.

Regulations means the means the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000 No 617 (as amended).

Scheme Specification means a specification setting out the arrangements for an Individual Scheme agreed by the Partners to be commissioned under this Agreement.

Sensitive Personal Data means Sensitive Personal Data as defined in the UK Data Protection Legislation.

Services means such health and social care services as agreed from time to time by the Partners as commissioned under the arrangements set out in this Agreement and more specifically defined in each Scheme Specification.

Services Contract means an agreement entered into by one or more of the Partners in exercise of its obligations under this Agreement to secure the provision of the Services in accordance with the relevant Individual Scheme.

Service Users means those individuals for whom the Partners have a responsibility to commission the Services.

SOSH means the Secretary of State for Health.

Third Party Costs means all such third party costs (including legal and other professional fees) in respect of each Individual Scheme as a Partner reasonably and properly incurs in the proper performance of its obligations under this Agreement and as agreed by the Partnership Board.

UK Data Protection Legislation: means any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 (DPA 2018) or any successor legislation.

Underspend means any expenditure from the Pooled Fund in a Financial Year which is less than the aggregate value of the Financial Contributions for that Financial Year.

Working Day means 8.00am to 6.00pm on any day except Saturday, Sunday, Christmas Day, Good Friday or a day which is a bank holiday (in England) under the Banking & Financial Dealings Act 1971.

- 1.2 In this Agreement, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 1.3 Any headings to Clauses, together with the front cover and the index are for convenience only and shall not affect the meaning of this Agreement. Unless the contrary is stated, references to Clauses and Schedules shall mean the clauses and schedules of this Agreement.
- 1.4 Any reference to the Partners shall include their respective statutory successors, employees and agents.
- 1.5 In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
- 1.6 Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.
- 1.7 In this Agreement, words importing any particular gender include all other genders, and the term "person" includes any individual, partnership, firm, trust, body corporate, government, governmental body, trust, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.

- 1.8 In this Agreement, words importing the singular only shall include the plural and vice versa.
- 1.9 In this Agreement, "staff" and "employees" shall have the same meaning and shall include reference to any full or part time employee or officer, director, manager and agent.
- 1.10 Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Partners shall be in writing.
- 1.11 Unless expressly stated otherwise, all monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United Kingdom.
- 1.12 All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2 TERM

- 2.1 This Agreement shall come into force on the Commencement Date.
- 2.2 This Agreement shall continue until it is terminated in accordance with Clause 22.
- 2.3 The duration of the arrangements for each Individual Scheme shall be as set out in the relevant Scheme Specification or if not set out, for the duration of this Agreement unless terminated earlier by the Partners.

3 GENERAL PRINCIPLES

- 3.1 Nothing in this Agreement shall affect:
- 3.1.1 the liabilities of the Partners to each other or to any third parties for the exercise of their respective functions and obligations (including the Functions); or
- 3.1.2 any power or duty to recover charges for the provision of any services (including the Services) in the exercise of any local authority function.
- 3.2 The Partners agree to:
- 3.2.1 treat each other with respect and an equality of esteem;
- 3.2.2 be open with information about the performance and financial status of each; and
- 3.2.3 provide early information and notice about relevant problems.
- 3.3 For the avoidance of doubt, the aims and outcomes relating to an Individual Scheme may be set out in the relevant Scheme specification.

4 PARTNERSHIP FLEXIBILITIES

- 4.1 This Agreement sets out the mechanism through which the Partners will work together to commission services. This may include one or more of the following commissioning mechanisms:
- 4.1.1 Lead Commissioning Arrangements;
- 4.1.2 Integrated Commissioning;
- 4.1.3 Joint (Aligned) Commissioning
- 4.1.4 the establishment of one or more Pooled Funds in relation to Individual Schemes (the "Flexibilities")
- 4.2 Where there is Lead Commissioning Arrangements and the ICB is Lead Partner, the Council delegates to the ICB and the ICB agrees to exercise, on the Council's behalf, the Health Related Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the NHS Functions.
- 4.3 Where there is Lead Commissioning Arrangements and the Council is Lead Partner, the ICB delegates to the Council and the Council agrees to exercise on the ICB's behalf the NHS Functions to the extent necessary for the purpose of performing its obligations under this Agreement in conjunction with the Health Related Functions.
- 4.4 Where the powers of a Partner to delegate any of its statutory powers or functions are restricted, such limitations will automatically be deemed to apply to the relevant Scheme Specification and the Partners shall agree arrangements designed to achieve the greatest degree of delegation to the other Partner necessary for the purposes of this Agreement which is consistent with the statutory constraints.

4.5 At the Commencement Date, the Partners agree that the following shall be in place:

4.5.1 Lead Commissioning is with the Council for the following Services:

Provision of a range of Assistive Technology equipment provided by Telecare to support people to live independently in their own home
Adults Commissioning team infrastructure
Adult Social Care team infrastructure
Commissioning of the Havering MIND Community & Statutory Advocacy service
Commissioning of the Imago Support Services for Unpaid Carers service incl Hospital Carer Pilot
Commissioning of Ageing Well, Living Well, Dementia, Autism Prevention Services and Prepaid cards for Direct Payments.
Provision of ECL Reablement Service - Core Contract
Provision of ECL Reablement Service - additional hours
Provision of the ECL Community Reablement Service & Home First
Contribution to the Riverside Supported Accommodation Scheme
Local Area Co-ordinators
Hospital Assessment and Community Review Team and Discharge to Assess Social Worker Team
Havering's Better Living Approach delivered by North/South/HAT
Provision of Direct Payments
Provision of Respite Placements
Provision of Nursing Care Home Placements
Provision of Supported Living Placements
Provision of Residential Care Home Packages supporting Hospital Discharge
Provision Nursing Care Home placements supporting hospital discharge
Provision of Domiciliary care packages supporting hospital discharge
Provision of Direct Payments packages supporting hospital discharge
Provision of Extra Care packages supporting hospital discharge

4.5.2 Lead Commissioning is with the ICB for the following Services:

Trusted Assessors for Care Homes
Joint Commissioning of Ageing Well CWES contract
Commissioning of Twining Supported Employment Contract
Commissioning of NELFT Falls contract
Commissioning of St Francis Hospice Contract

Commissioning of the Age UK Care Navigator Service
NELFT Rapid Response intervention provided by Community Treatment Team
NELFT Inpatient Rehab Beds at Meadow Court
NELFT Integrated Case Managers and Community Nursing
NELFT Integrated Discharge Hub and development of Transfer of Care Hub
NELFT Integrated Neighbourhood Teams and Proactive Care Pilot
Intensive Rehab Service

4.5.3 Further Services and/or Individual Schemes may be added to this Agreement, as are agreed by the Partnership Board.

5 FUNCTIONS

- 5.1 The purpose of this Agreement is to establish a framework through which the Partners can secure the provision of health and social care services in accordance with the terms of this Agreement.
- 5.2 This Agreement shall include such Functions as shall be agreed from time to time by the Partners as are necessary to commission the Services in accordance with their obligations under this Agreement.
- 5.3 Where the Partners add a new Individual Scheme to this Agreement, a Scheme Specification for each Individual Scheme shall be in a similar form as set out in Schedule 2 and shall be completed and agreed between the Partners in writing.
- 5.4 The initial budget breakdowns and contributions for the Services under the Better Care Fund are set out in Schedule 1 and Clause 7 Pooled Funds (which may be varied from time to time by the Partners in accordance with the terms of this Agreement and deemed appended and incorporated into Schedule 1 and Clause 7 Pooled Funds once agreed, recorded in writing and signed for and on behalf of each of the Partners).
- 5.5 The Scheme Specifications for Individual Schemes under the Better Care Fund that have been agreed between the Partners in writing shall be deemed appended and incorporated into Schedule 2 as and when any Individual Schemes are added, amended or replaced from time to time.
- 5.6 The Scheme Specifications for any Individual Schemes outside of the Better Care Fund agreed in accordance with this Agreement shall be deemed appended and incorporated into Schedule 10 and 11 as and when any Individual Schemes are added, amended or replaced from time to time.
- 5.7 The Partners shall not enter into a Scheme Specification in respect of an Individual Scheme unless they are satisfied that the Individual Scheme in question will improve health and well-being in accordance with this Agreement.
- 5.8 The introduction of any Individual Scheme will be subject to business case approval by the Partnership Board and in accordance with the procedure set out in this clause.

6 COMMISSIONING ARRANGEMENTS

General

- 6.1 The Partners shall comply with the commissioning arrangements as set out in the relevant Scheme Specification.
- 6.2 The Partners shall comply with all relevant legal duties and guidance under Law of both Partners in relation to the Services being commissioned.
- 6.3 The Havering Finance & Performance Group shall keep the NEL Health and Care Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non-Pooled Fund.

- 6.4 Where there are Integrated Commissioning or Lead Commissioning Arrangements in respect of an Individual Scheme then prior to any new Services Contract being entered into the Partners shall agree in writing:
- 6.4.1 how the liability under each Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme; and
 - 6.4.2 whether the Services Contract should give rights to third parties (and in particular if a Partner is not a party to the Services Contract to that Partner, the Partners shall consider whether or not the Partner that is not to be a party to the Services Contract should be afforded any rights to enforce any terms of the Services Contract under the Contracts (Rights of Third Parties) Act 1999 and if it is agreed that such rights should be afforded the Partner entering the Services Contract shall ensure as far as is reasonably possible that such rights that have been agreed are included in the Services Contract and shall establish how liability under the Services Contract shall be apportioned in the event of termination of the relevant Individual Scheme.
- 6.5 The Partners shall comply with the arrangements in respect of Joint (Aligned) Commissioning as set out in the relevant Scheme Specification, which shall include where applicable arrangements in respect of the Services Contracts.

Integrated Commissioning

- 6.6 Where there are Integrated Commissioning arrangements in respect of an Individual Scheme:
- 6.6.1 the Partners shall work in cooperation and shall endeavour to ensure that Services in fulfilment of the NHS Functions and Health Related Functions are commissioned with all due skill, care and attention.
 - 6.6.2 Both Partners shall work in cooperation and endeavour to ensure that the relevant Services as set out in each Scheme Specification are commissioned within each Partners Financial Contribution in respect of that particular Service in each Financial Year.

Appointment of a Lead Partner

- 6.7 Where there are Lead Commissioning Arrangements in respect of an Individual Scheme the Lead Partner shall:
- 6.7.1 exercise the NHS Functions in conjunction with the Health Related Functions as identified in the relevant Scheme Specification;
 - 6.7.2 endeavour to ensure that the NHS Functions and the Health Related Functions are funded within the parameters of the Financial Contributions of each Partner in relation to each particular Service in each Financial Year.
 - 6.7.3 commission Services for individuals who meet the eligibility criteria set out in the relevant Scheme Specification;
 - 6.7.4 contract with Provider(s) for the provision of the Services on terms agreed with the other Partner;
 - 6.7.5 comply with all relevant legal duties and guidance of both Partners in relation to the Services being commissioned;
 - 6.7.6 where Services are commissioned using the NHS Standard Form Contract, perform the obligations of the "Commissioner" and "Co-ordinating Commissioner" with all due skill, care and attention and where Services are commissioned using any other form of contract to perform its obligations with all due skill and attention;
 - 6.7.7 undertake performance management and contract monitoring of all Service Contracts including (without limitation) the use of contract notices where Services fail to deliver contracted requirements;
 - 6.7.8 make payment of all sums due to a Provider pursuant to the terms of any Services Contract; and
 - 6.7.9 keep the other Partner and Partnership Board regularly informed of the effectiveness of the arrangements including the Better Care Fund and any Overspend or Underspend in a Pooled Fund or Non Pooled Fund.

7 ESTABLISHMENT OF A POOLED FUND

7.1 In exercise of their respective powers under Section 75 of the 2006 Act, the Partners have agreed to establish and maintain such pooled funds for revenue expenditure as agreed by the Partners. At the Commencement Date there shall be two Pooled Funds.

1. POOL FUND (COUNCIL)

Description of Scheme	Source of Funding	Expenditure for 2026-27 (£)
Adaptations, including statutory DFG grants	DFG	£2,643,774
Provision of Domiciliary care packages	Local Authority Better Care Grant	£2,900,000
Provision of Direct Payments	Local Authority Better Care Grant	£524,000
Provision Nursing Care Home placements	Local Authority Better Care Grant	£1,600,000
Provision of Learning Disabilities Residential Placements	Local Authority Better Care Grant	£100,000
Provision of Residential Care Home Packages	Local Authority Better Care Grant	£1,700,000
Provision of Residential Care Home Packages supporting hospital Discharge	Local Authority Better Care Grant	£600,000
Provision Nursing Care Home placements supporting hospital discharge	Local Authority Better Care Grant	£500,000
Provision of Domiciliary care packages supporting hospital discharge	Local Authority Better Care Grant	£495,703
Provision of Reablement Service - Core Contract	Additional LA Contribution	£873,730
£ 11,937,207		

2. POOL FUND (ICB)

Description of Scheme	Source of Funding	Expenditure for 2026-27 (£)
Provision of a range of Assistive Technology equipment provided by Telecare to support people to live independently in their own home	NHS Minimum Contribution	£350,000

Adults Commissioning team infrastructure	NHS Minimum Contribution	£1,257,000
Adult Social Care team infrastructure	NHS Minimum Contribution	£430,000
Commissioning of the Havering MIND Community & Statutory Advocacy service	NHS Minimum Contribution	£142,104
Commissioning of the Imago Support Services for Unpaid Carers service incl Hospital Carer Pilot	NHS Minimum Contribution	£222,710
Commissioning of Ageing Well, Living Well, Dementia, Autism Prevention Services and Prepaid cards for Direct Payments	NHS Minimum Contribution	£642,320
Provision of ECL Reablement Service - Core Contract	NHS Minimum Contribution	£1,715,650
Provision of ECL Reablement Service - additional hours	NHS Minimum Contribution	£644,338
Provision of the ECL Community Reablement Service & Home First	NHS Minimum Contribution	£194,369
Contribution to the Riverside Supported Accommodation Scheme	NHS Minimum Contribution	£171,730
Local Area Co-ordinators	NHS Minimum Contribution	£200,000
Hospital Assessment and Community Review Team and Discharge to Assess Social Worker Team	NHS Minimum Contribution	£730,000
Havering's Better Living Approach delivered by North/South/HAT	NHS Minimum Contribution	£1,500,000
Provision of Direct Payments	NHS Minimum Contribution	£987,422
Provision of Respite Placements	NHS Minimum Contribution	£480,000
Provision of Nursing Care Home Placements	NHS Minimum Contribution	£420,000
Provision of Supported Living Placements	NHS Minimum Contribution	£909,185

Provision of Residential Care Home Packages supporting Hospital Discharge	NHS Minimum Contribution	£1,405,336
Provision Nursing Care Home placements supporting hospital discharge	NHS Minimum Contribution	£700,000
Provision of Domiciliary care packages supporting hospital discharge	NHS Minimum Contribution	£1,000,000
Provision of Direct Payments packages supporting hospital discharge	NHS Minimum Contribution	£40,000
Provision of Extra Care packages supporting hospital discharge	NHS Minimum Contribution	£30,000
Trusted Assessors for Care Homes	NHS Minimum Contribution	£37,198
Joint Commissioning of Ageing Well CWES contract	NHS Minimum Contribution	£157,448
Commissioning of Twining Supported Employment Contract	NHS Minimum Contribution	£258,956
Commissioning of NELFT Falls contract	NHS Minimum Contribution	£222,207
Commissioning of St Francis Hospice Contract	NHS Minimum Contribution	£1,003,538
Commissioning of the Age UK Care Navigator Service	NHS Minimum Contribution	£15,597
NELFT Rapid Response intervention provided by Community Treatment Team	NHS Minimum Contribution	£2,765,828
NELFT Inpatient Rehab Beds at Meadow Court	NHS Minimum Contribution	£2,473,147
NELFT Integrated Case Managers and Community Nursing	NHS Minimum Contribution	£4,475,342
NELFT Integrated Discharge Hub and development of Transfer of Care Hub	NHS Minimum Contribution	£415,497
NELFT Integrated Neighbourhood Teams and Proactive Care Pilot	NHS Minimum Contribution	£1,509,820

Intensive Rehab Service	NHS Minimum Contribution	£1,481,422
£ 28,988,164		

- 7.2 Each Pooled Fund shall be managed and maintained in accordance with the terms of this Agreement.
- 7.3 Subject to Clause 7.4, it is agreed that the monies held in a Pooled Fund may only be expended on the following:
- 7.3.1 the Contract Price;
 - 7.3.2 where the Council is to be the Provider, the Permitted Budget;
 - 7.3.3 Third Party Costs where these are set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board
 - 7.3.4 Approved Expenditure as set out in the relevant Scheme Specification or as otherwise agreed in advance in writing by the Partnership Board ("Permitted Expenditure")
- 7.4 The Partners may only depart from the definition of Permitted Expenditure to include or exclude other revenue expenditure with the express written agreement of each Partner.
- 7.5 For the avoidance of doubt, monies held in the Pooled Fund may not be expended on Default Liabilities unless this is agreed by all Partners in accordance with Clause 7.4.
- 7.6 Pursuant to this Agreement, the Partners agree to appoint a Host Partner for each of the Pooled Funds set out in the Scheme Specifications. The Host Partner shall be the Partner responsible for:
- 7.6.1 holding all monies contributed to the Pooled Fund on behalf of itself and the other Partners;
 - 7.6.2 providing the financial administrative systems for the Pooled Fund; and
 - 7.6.3 appointing the Pooled Fund Manager;
 - 7.6.4 ensuring that the Pooled Fund Manager complies with its obligations under this Agreement.

8 POOLED FUND MANAGEMENT

- 8.1 When introducing a Pooled Fund, the Partners shall agree:
- 8.1.1 which of the Partners shall act as Host Partner for the purposes of Regulations 7(4) and 7(5) and shall provide the financial administrative systems for the Pooled Fund;
 - 8.1.2 which officer of the Host Partner shall act as the Pooled Fund Manager for the purposes of Regulation 7(4) of the Regulations.
- 8.2 The Pooled Fund Manager for each Pooled Fund shall have the following duties and responsibilities:
- 8.2.1 the day to day operation and management of the Pooled Fund;
 - 8.2.2 ensuring that all expenditure from the Pooled Fund is in accordance with the provisions of this Agreement and the relevant Scheme Specification;
 - 8.2.3 maintaining an overview of all joint financial issues affecting the Partners in relation to the Services and the Pooled Fund;
 - 8.2.4 ensuring that full and proper records for accounting purposes are kept in respect of the Pooled Fund;
 - 8.2.5 reporting to the Partnership Board as required by this Agreement and by the Partnership Board;
 - 8.2.6 ensuring action is taken to manage any projected under or overspends relating to the Pooled Fund in accordance with this Agreement;
 - 8.2.7 preparing and submitting to the Partnership Board Quarterly Reports (or more frequent reports if required by the Partnership Board) and an annual return about the income and expenditure from the Pooled Fund together with such other information as may be required by the Partners and the Partnership Board to monitor the effectiveness of the Pooled Fund and to enable the Partners to complete their own financial accounts and returns. The Partners agree to provide all necessary information to the Pooled Fund Manager in time for the reporting requirements to be met including (without limitation) comply with any reporting requirements as may be required by relevant National Guidance;

- 8.2.8 preparing and submitting reports to the Health and Wellbeing Board as may be required by it and any relevant National Guidance including (without limitation) supplying Quarterly Reports referred to in Clause 8.2.7 above to the Health and Wellbeing Board.
- 8.3 In carrying out their responsibilities as provided under Clause 8.2, the Pooled Fund Manager shall:
 - 8.3.1 have regard to National Guidance and the recommendations of the Partnership Board; and
 - 8.3.2 be accountable to the Partners for delivery of those responsibilities.
- 8.4 The Partnership Board may agree to the varying of funds between Pooled Funds or amending the allocation of the Pooled Fund between Individual Schemes.

9 NON POOLED FUNDS

- 9.1 Any Financial Contributions agreed to be held within a Non Pooled Fund will be notionally held in a fund established solely for the purposes agreed by the Partners. For the avoidance of doubt, a Non Pooled Fund does not constitute a pooled fund for the purposes of Regulation 7 of the Partnership Regulations.
- 9.2 When introducing a Non Pooled Fund in respect of an Individual Scheme, the Partners shall agree:
 - 9.2.1 which Partner if any shall host the Non-Pooled Fund
 - 9.2.2 how and when Financial Contributions shall be made to the Non-Pooled Fund.
- 9.3 The Host Partner will be responsible for establishing the financial and administrative support necessary to enable the effective and efficient management of the Non-Pooled Fund, meeting all required accounting and auditing obligations.
- 9.4 Both Partners shall ensure that any Services commissioned using a Non Pooled Fund are commissioned solely in accordance with the relevant Scheme Specification
- 9.5 Where there are Joint (Aligned) Commissioning arrangements, both Partners shall work in cooperation and shall endeavour to ensure that:
 - 9.5.1 the NHS Functions funded from a Non-Pooled Fund are carried out within the ICB Financial Contribution to the Non- Pooled Fund for the relevant Service in each Financial Year; and
 - 9.5.2 the Health Related Functions funded from a Non-Pooled Fund are carried out within the Council's Financial Contribution to the Non-Pooled Fund for the relevant Service in each Financial Year.

10 FINANCIAL CONTRIBUTIONS

- 10.1 The Financial Contribution of the ICB and the Council to any Pooled Fund or Non-Pooled Fund for the relevant Financial Year of operation shall be as set out in Part 2 of Schedule 1.
- 10.2 Financial Contributions will be paid as set out in each Scheme Specification.
- 10.3 With the exception of Clause 13, no provision of this Agreement shall preclude the Partners from making additional contributions of Non-Recurrent Payments to a Pooled Fund from time to time by mutual agreement. Any such additional contributions of Non-Recurrent Payments shall be explicitly recorded in Partnership Board minutes and recorded in the budget statement as a separate item.

11 NON FINANCIAL CONTRIBUTIONS

- 11.1 Unless set out in a Scheme Specification or otherwise agreed by the Partners, each Partner shall provide the non-financial contributions for any Service that they are Lead Partner or as required in order to comply with its obligations under this Agreement in respect of the commissioning of a particular Service. These contributions shall be provided at no charge to the other Partners or to the Pooled Fund.
- 11.2 Each Scheme Specification shall set out non-financial contributions of each Partner including staff (including the Pooled Fund Manager), premises, IT support and other non-financial resources necessary to perform its obligations pursuant to this Agreement (including, but not limited to, management of Services Contracts and the Pooled Fund).

12 RISK SHARE ARRANGMENTS, OVERSPENDS AND UNDERSPENDS

Risk share arrangements

- 12.1 The Partners have agreed the risk share arrangements set out in Schedule 4 that apply only to Services and/or Individual Schemes commissioned under the Better Care Fund and which provide for risk share arrangements arising within the commissioning of services from the Pooled Funds as set out in National Guidance.

Overspends in Pooled Fund

- 12.2 Subject to Clause 12.1, the Host Partner for the relevant Pooled Fund shall manage expenditure from a Pooled Fund within the Financial Contributions and shall use reasonable endeavours to ensure that the expenditure is limited to Permitted Expenditure.
- 12.3 The Host Partner shall not be in breach of its obligations under this Agreement if an Overspend occurs, provided that it has used reasonable endeavours to ensure that the only expenditure from a Pooled Fund has been in accordance with Permitted Expenditure and it has informed the Partnership Board in accordance with Clause 12.4.
- 12.4 In the event that the Pooled Fund Manager identifies an actual or projected Overspend the Pooled Fund Manager must ensure that the Partnership Board is informed as soon as reasonably possible, and the provisions of the relevant Scheme Specification and Schedule 4 shall apply.

Overspends in Non Pooled Funds

- 12.5 Where in Joint (Aligned) Commissioning Arrangements either Partner forecasts an Overspend in relation to a Partners Financial Contribution to a Non-Pooled Fund or Aligned Fund that Partner shall as soon as reasonably practicable inform the other Partner and the Partnership Board.
- 12.6 Where there is a Lead Commissioning Arrangement the Lead Partner is responsible for the management of the Non-Pooled Fund. The Lead Partner shall as soon as reasonably practicable inform the other Partner.

Underspend

- 12.7 In the event that expenditure from any Pooled Fund or Non Pooled Fund in any Financial Year is less than the aggregate value of the Financial Contributions made for that Financial Year or where the expenditure in relation to an Individual Scheme is less than the agreed allocation to that particular Individual Scheme the Partners shall agree how the surplus monies shall be spent, carried forward and/or returned to the Partners and the provisions of Schedule 4 shall apply. Such arrangements shall be subject to the Law and the Standing Orders and Standing Financial Instructions (or equivalent) of the Partners.

13 CAPITAL EXPENDITURE

- 13.1 Except as provided in Clause 13.2, neither Pooled Funds nor Non-Pooled Funds shall normally be applied towards any one-off expenditure on goods and/or services, which will provide continuing benefit and would historically have been funded from the capital budgets of one of the Partners. If a need for capital expenditure is identified this must be agreed by the Partners.
- 13.2 The Partners agree that capital expenditure may be made from Pooled Funds where this is in accordance with National Guidance.

14 VAT

The Partners shall agree the treatment of each Pooled Fund for VAT purposes in accordance with any relevant guidance from HM Customs and Excise.

15 AUDIT AND RIGHT OF ACCESS

- 15.1 All Partners shall promote a culture of probity and sound financial discipline and control. The Host Partner shall arrange for the audit of the accounts of the relevant Pooled Fund and shall require the appropriate person or body appointed to exercise the functions of the Audit Commission under section 28(1)(d) of the Audit Commission Act 1998, by virtue of an order made under section 49(5) of the Local Audit and Accountability Act 2014 to make arrangements to certify an annual return of those accounts under Section 28(1) of the Audit Commission Act 1998.
- 15.2 All internal and external auditors and all other persons authorised by the Partners will be given the right of access by them to any document, information or explanation they require from any employee, member of the relevant Partner in order to carry out their duties. This right is not limited to financial information or accounting records and applies equally to premises or equipment used in connection with this Agreement. Access may be at any time without notice, provided there is good cause for access without notice.
- 15.3 The Partners shall comply with relevant NHS finance and accounting obligations as required by relevant Law and/or National Guidance.

16 LIABILITIES AND INSURANCE AND INDEMNITY

- 16.1 Subject to Clause 16.2, and 16.3, if a Partner (“First Partner”) incurs a Loss arising out of or in connection with this Agreement (including a Loss arising under an Individual Scheme) as a consequence of any act or omission of another Partner (“Other Partner”) which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other Partner shall be liable to the First Partner for that Loss and shall indemnify the First Partner accordingly.
- 16.2 Clause 16.1 shall only apply to the extent that the acts or omissions of the Other Partner contributed to the relevant Loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other Partner acting in accordance with the instructions or requests of the First Partner or the Partnership Board.
- 16.3 If any third party makes a claim or intimates an intention to make a claim against either Partner, which may reasonably be considered as likely to give rise to liability under this Clause 16. the Partner that may claim against the other indemnifying Partner will:
- 16.3.1 as soon as reasonably practicable give written notice of that matter to the Other Partner specifying in reasonable detail the nature of the relevant claim;
- 16.3.2 not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other Partner (such consent not to be unreasonably conditioned, withheld or delayed);
- 16.3.3 give the Other Partner and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 16.4 Each Partner shall ensure that they maintain policies of insurance (or equivalent arrangements through schemes operated by the National Health Service Litigation Authority) in respect of all potential liabilities arising from this Agreement and in the event of Losses shall seek to recover such Loss through the relevant policy of insurance (or equivalent arrangement)
- 16.5 Each Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.

Conduct of Claims

- 16.6 In respect of the indemnities given in this Clause 16:
- 16.6.1 the indemnified Partner shall give written notice to the indemnifying Partner as soon as is practicable of the details of any claim or proceedings brought or threatened against it in respect of which a claim will or may be made under the relevant indemnity;
- 16.6.2 the indemnifying Partner shall at its own expense have the exclusive right to defend conduct and/or settle all claims and proceedings to the extent that such claims or proceedings may be covered by the relevant indemnity provided that where there is an impact upon the indemnified Partner, the indemnifying Partner shall consult with the indemnified Partner about the conduct and/or settlement of such claims and proceedings and shall at all times keep the indemnified Partner informed of all material matters.
- 16.6.3 the indemnifying and indemnified Partners shall each give to the other all such cooperation as may reasonably be required in connection with any threatened or actual claim or proceedings which are or may be covered by a relevant indemnity.

17 STANDARDS OF CONDUCT AND SERVICE

- 17.1 The Partners will at all times comply with Law and ensure good corporate governance in respect of each Partner (including the Partners Respective Standing Orders and Standing Financial Instructions).
- 17.2 The Council is subject to the duty of Best Value under the Local Government Act 1999. This Agreement and the operation of the Pooled Fund is therefore subject to the Council’s obligations for Best Value and the other Partners will co-operate with all reasonable requests from the Council which the Council considers necessary in order to fulfil its Best Value obligations.
- 17.3 The ICB is subject to the ICB Statutory Duties, and these incorporate a duty of clinical governance, which is a framework through which they are accountable for continuously improving the quality of its services and safeguarding high standards of care by creating an environment in which excellence in clinical care will flourish. This Agreement and the operation of the Pooled Funds are therefore subject to ensuring compliance with the ICB Statutory Duties and clinical governance obligations.

17.4 The Partners are committed to an approach to equality and equal opportunities as represented in their respective policies. The Partners will maintain and develop these policies as applied to service provision, with the aim of developing a joint strategy for all elements of the service.

18 EQUALITY DUTIES

18.1 The Partners acknowledge their respective duties under equality legislation to eliminate unlawful discrimination, harassment and victimisation, and to advance equality of opportunity and foster good relations between different groups.

18.2 The ICB agrees to adopt and apply policies in its carrying out of the Health-Related Functions and NHS Functions, to ensure compliance with their equality duties.

18.3 The ICB shall take all reasonable steps to secure the observance of clause 17.A by all servants, employees or agents of the ICB and all Service Providers employed in delivering the Services described in this Agreement.

19 CONFLICTS OF INTEREST

19.1 The Partners shall comply with the agreed policy for identifying and managing conflicts of interest in respect of Services commissioned only under the Better Care Fund in accordance with Schedule 8.

20 GOVERNANCE

20.1 Overall strategic oversight of partnership working between the Partners is vested in the Havering Finance & Performance Group, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.

20.2 The Partners have established a Partnership Board, namely the “Havering Finance & Performance Group”, which is based on a joint working group structure. Each member of the Partnership Board shall be an officer of one of the Partners and will have individual delegated responsibility from the Partner employing them to make decisions which enable the Partnership Board to carry out its objects, roles, duties and functions as set out in this Clause 19 and Schedule 3.

20.3 The terms of reference of the Partnership Board shall be as set out in Schedule 3 as may be amended or varied by written agreed from time to time.

20.4 The Havering Finance & Performance Group is a sub-group of the NEL Health and Care Partnership Board. It provides operational oversight of the Better Care Fund programme and is responsible for ensuring that national policy, planning, and reporting requirements are completed. This will include ensuring appropriate governance sign-off from the NEL Health and Care Partnership Board where required

20.5 Each Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each Partner's own statutory duties and organisation are complied with.

20.6 The NEL Health and Care Partnership Board shall be responsible for the overall approval of the Individual Schemes and the financial management set out in Clause 12 and Schedule 3.

20.7 The NEL Health and Care Partnership Board shall be responsible for ensuring compliance with the Better Care Fund Plan and the strategic direction of the Better Care Fund.

20.8 Each Scheme Specification shall confirm the governance arrangements in respect of the Individual Scheme and how that Individual Scheme is reported to the Partnership Board and Health and Wellbeing Board.

21 REVIEW

21.1 The Partners shall produce a BCF Quarterly Report which shall be provided to the NEL Health and Care Partnership Board in such form and setting out such information as required by National Guidance and any additional information required by the Health and Wellbeing Board or National Commissioning Board

21.2 Subject to any variations to this process required by the Partnership Board, Annual Reviews shall be conducted in good faith where applicable, in accordance with the governance arrangements set out in Schedule 3.

21.3 The Partners shall within 20 Working Days of the annual review prepare an Annual Report including the information as required by National Guidance and any other information required by the Health and Wellbeing Board. A copy of this report shall be provided to the Health and Wellbeing Board and Partnership Board.

21.4 In the event that the Partners fail to meet the requirements of the Better Care Fund Plan and NHS England the Partners shall provide full co-operation with NHS England to agree a recovery plan. The Clinical Commissioning Group, as the NHS body, will act as the lead Partner in any such engagement with NHS England.

22 COMPLAINTS

22.1 The Partners' own complaints procedures shall apply to this Agreement. The Partners agree to assist one another in the management of complaints arising from this Agreement or the provision of the Services, and shall keep records of all complaints and provide the same for review by the Partnership Board every Quarter of this Agreement (or as otherwise agreed between the Partners).

22.2 The Partners shall promote and facilitate the involvement of Service Users, carers and members of the public in decision-making concerning the arrangements between the Partners under this Agreement, including the involvement of Healthwatch where necessary.

23 TERMINATION & DEFAULT

23.1 This Agreement may be terminated by any Partner giving not less than 3 Months' notice in writing to terminate this Agreement provided that such termination shall not take effect prior to the termination or expiry of all Individual Schemes.

23.2 Each Individual Scheme may be terminated in accordance with the terms set out in the relevant Scheme Specification provided that the Partners ensure that the Better Care Fund Requirements continue to be met.

23.3 If any Partner ("Relevant Partner") fails to meet any of its obligations under this Agreement, the other Partners (acting jointly) may by notice require the Relevant Partner to take such reasonable action within a reasonable timescale as the other Partners may specify to rectify such failure. Should the Relevant Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 23.

23.4 Termination of this Agreement (whether by effluxion of time or otherwise) shall be without prejudice to the Partners' rights in respect of any antecedent breach and the provisions of Clauses 15 (Audit and Right of Access), 16 (Liabilities and Insurance and Indemnity), 22 (Termination & Default), 25 (Confidentiality), 26 (Freedom of Information and Environmental Protection Regulations) and 28 (Information Sharing).

23.5 In the event of termination of this Agreement, the Partners agree to cooperate to ensure an orderly wind down of their joint activities and to use their best endeavours to minimise disruption to the health and social care which is provided to the Service Users.

23.6 Upon termination of this Agreement for any reason whatsoever the following shall apply:

23.6.1 the Partners agree that they will work together and co-operate to ensure that the winding down and disaggregation of the integrated and joint activities to the separate responsibilities of the Partners is carried out smoothly and with as little disruption as possible to service users, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

23.6.2 where either Partner has entered into a Service Contract which continues after the termination of this Agreement, both Partners shall continue to contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this;

23.6.3 the Lead Partner shall make reasonable endeavours to amend or terminate a Service Contract (which shall for the avoidance of doubt not include any act or omission that would place the Lead Partner in breach of the Service Contract) where the other Partner requests the same in writing Provided that the Lead Partner shall not be required to make any payments to the Provider for such amendment or termination unless the Partners shall have agreed in advance who shall be responsible for any such payment.

23.6.4 where a Service Contract held by a Lead Partner relates all or partially to services which relate to the other Partner's Functions then provided that the Service Contract allows the other

- Partner may request that the Lead Partner assigns the Service Contract in whole or part upon the same terms mutatis mutandis as the original contract.
- 23.6.5 the Partnership Board shall continue to operate for the purposes of functions associated with this Agreement for the remainder of any contracts and commitments relating to this Agreement; and
- 23.6.6 Termination of this Agreement shall have no effect on the liability of any rights or remedies of either Partner already accrued, prior to the date upon which such termination takes effect.
- 23.7 In the event of termination in relation to an Individual Scheme the provisions of Clause 22.6 shall apply mutatis mutandis in relation to the Individual Scheme (as though references as to this Agreement were to that Individual Scheme).

24 DISPUTE RESOLUTION

- 24.1 In the event of a dispute between the Partners arising out of this Agreement, either Partner may serve written notice of the dispute on the other Partner, setting out full details of the dispute.
- 24.2 The Authorised Officer shall meet in good faith as soon as possible and in any event within seven (7) days of notice of the dispute being served pursuant to Clause 24.1, at a meeting convened for the purpose of resolving the dispute.
- 24.3 If the dispute remains after the meeting detailed in Clause 24.2 has taken place, the Partners' respective chief executives or nominees shall meet in good faith as soon as possible after the relevant meeting and in any event with fourteen (14) days of the date of the meeting, for the purpose of resolving the dispute.
- 24.4 If the dispute remains after the meeting detailed in Clause 24.3 has taken place, then the Partners will attempt to settle such dispute by mediation in accordance with the CEDR Model Mediation Procedure or any other model mediation procedure as agreed by the Partners. To initiate a mediation, either Partner may give notice in writing (a "**Mediation Notice**") to the other requesting mediation of the dispute and shall send a copy thereof to CEDR or an equivalent mediation organisation as agreed by the Partners asking them to nominate a mediator. The mediation shall commence within twenty (20) Working Days of the Mediation Notice being served. Neither Partner will terminate such mediation until each of them has made its opening presentation and the mediator has met each of them separately for at least one (1) hour. Thereafter, paragraph 14 of the Model Mediation Procedure will apply (or the equivalent paragraph of any other model mediation procedure agreed by the Partners). The Partners will co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and will pay his costs as he shall determine or in the absence of such determination such costs will be shared equally.
- 24.5 Nothing in the procedure set out in this Clause 23 shall in any way affect either Partner's right to terminate this Agreement in accordance with any of its terms or take immediate legal action.

25 FORCE MAJEURE

- 25.1 Neither Partner shall be entitled to bring a claim for a breach of obligations under this Agreement by the other Partner or incur any liability to the other Partner for any losses or damages incurred by that Partner to the extent that a Force Majeure Event occurs, and it is prevented from carrying out its obligations by that Force Majeure Event.
- 25.2 On the occurrence of a Force Majeure Event, the Affected Partner shall notify the other Partner as soon as practicable. Such notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Partner and any action proposed to mitigate its effect.
- 25.3 As soon as practicable, following notification as detailed in Clause 24.2, the Partners shall consult with each other in good faith and use all best endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and, subject to Clause 24.4, facilitate the continued performance of the Agreement.
- 25.4 If the Force Majeure Event continues for a period of more than sixty (60) days, either Partner shall have the right to terminate the Agreement by giving fourteen (14) days written notice of termination to the other Partner. For the avoidance of doubt, no compensation shall be payable by either Partner as a direct consequence of this Agreement being terminated in accordance with this Clause.

26 CONFIDENTIALITY

- 26.1 In respect of any Confidential Information a Partner receives from another Partner (the "**Discloser**") and subject always to the remainder of this Clause 25, each Partner (the "**Recipient**") undertakes to keep

secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

26.1.1 the Discloser shall use all reasonable endeavours to ensure that the third party keeps the Confidential Information confidential and does not use the Confidential Information for any other purpose than the purpose for which disclosure was made; and

26.1.2 the Partners shall not be prevented from using any general knowledge, experience or skills which were in their possession prior to the Commencement Date; and

26.1.3 the provisions of this Clause 25 shall not apply to any Confidential Information which:

(a) is in or enters the public domain other than by breach of the Agreement or other act or omission of the Recipient; or

(b) is obtained by a third party who is lawfully authorised to disclose such information.

26.2 Nothing in this Clause 25 shall prevent the Recipient from disclosing Confidential Information where it is required to do so in fulfilment of statutory obligations or by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law.

26.3 Each Partner:

26.3.1 may only disclose Confidential Information to its employees and professional advisors to the extent strictly necessary for such employees to carry out their duties under the Agreement; and

26.3.2 will ensure that, where Confidential Information is disclosed in accordance with Clause 25.3.1, the recipient(s) of that information is made subject to a duty of confidentiality equivalent to that contained in this Clause 25.

26.3.3 shall not use Confidential Information other than strictly for the performance of its obligations under this Agreement.

27 FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

27.1 The Partners agree that they will each cooperate with each other to enable any Partner receiving a request for information under the 2000 Act or the 2004 Regulations to respond to a request promptly and within the statutory timescales. This cooperation shall include but not be limited to finding, retrieving and supplying information held, directing requests to other Partners as appropriate and responding to any requests by the Partner receiving a request for comments or other assistance.

27.2 The Partners acknowledge that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the 2000 Act and the 2004 Regulations is a decision ultimately for the Receiving Partner.

27.3 The Partners accept and acknowledge that the final decision regarding the disclosure of information under the 2000 Act or 2004 Regulations rests with the Receiving Partner.

27.4 Any and all agreements between the Partners as to confidentiality shall be subject to their duties under the 2000 Act and 2004 Regulations. No Partner shall be in breach of Clause 26 if it makes disclosures of information in accordance with the 2000 Act and/or 2004 Regulations.

28 OMBUDSMEN

28.1 The Partners will co-operate with any investigation undertaken by the Health Service Commissioner for England or the Local Government Commissioner for England (or both of them) in connection with this Agreement.

28.2 Neither Partner shall do any of the following:

a) offer, give, or agree to give the other Partner (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Agreement or any other contract with the other Partner, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the other Partner; and

b) in connection with this Agreement, pay or agree to pay any commission, other than a

payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Partner,

(together “**Prohibited Acts**” for the purposes of Clauses 27.2 to 27.6).

- 28.3 If either Partner or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Partner in relation to this Agreement, the non-defaulting Partner shall be entitled:
- A. to exercise its right to terminate under clause 22 and to recover from the defaulting Partner the amount of any loss resulting from the termination; and
 - B. to recover from the defaulting Partner the amount or value of any gift, consideration or commission concerned; and
 - C. to recover from the defaulting Partner any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.
- 28.4 Each Partner must provide the other Partner upon written request with all reasonable assistance to enable that Partner to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Partner request such assistance the Partner requesting assistance must pay the reasonable expenses of the other Partner arising as a result of such request.
- 28.5 The Partners must have in place an anti-bribery policy for the purposes of preventing any of their staff from committing a prohibited act under the Bribery Act 2010. If either Partner requests the other Partner’s policies to be disclosed, then the Partners shall endeavour to do so within a reasonable timescale and in any event within 20 Working Days.
- 28.6 Should the Partners become aware of or suspect any breach of Clauses 27.2 to 27.6, it will notify the other Partner immediately. Following such notification, the Partner must respond promptly and fully to any enquiries of the other Partner, co-operate with any investigation undertaken by the Partner and allow the Partner to audit any books, records and other relevant documentation.

29 INFORMATION SHARING

- 29.1 The Partners will follow the information governance protocol set out in schedule 9 and shall duly observe all their obligations under UK Data Protection Legislation, which arise in connection with this Agreement.
- 29.2 The Partners agree to only process Personal Data lawfully and in accordance with the UK Data Protection Legislation principles.

30 NOTICES

- 30.1 Any notice to be given under this Agreement shall either be delivered personally or sent by facsimile or sent by first class post or electronic mail. The address for service of each Partner shall be as set out in Clause 29.3 or such other address as each Partner may previously have notified to the other Partner in writing. A notice shall be deemed to have been served if:
- 30.1.1 personally delivered, at the time of delivery;
 - 30.1.2 sent by facsimile, at the time of transmission;
 - 30.1.3 posted, at the expiration of forty-eight (48) hours after the envelope containing the same was delivered into the custody of the postal authorities; and
 - 30.1.4 if sent by electronic mail, at the time of transmission and a telephone call must be made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Partner sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
- 30.2 In proving such service, it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class or airmail letter (as appropriate), or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice, or that the electronic mail was properly addressed and no message was received informing the sender that it had not been received by the recipient (as the case may be).
- 30.3 The address for service of notices as referred to in Clause 29.1 shall be as follows unless otherwise notified to the other Partner in writing:

30.3.1 if to the Council, addressed to Barbara Nicholls, Strategic Director of People, London Borough of Havering, Town Hall, Main Road, Romford RM1 3BD;
Tel: 01708 433999
Email: Barbara.nicholls@haverling.gov.uk

and

30.3.2 if to the ICB, addressed to Henry Black, Chief Finance and Performance Officer, NHS North East London, 9th Floor – 20 Churchill Place, London E14 5HJ

Tel: 020 3688 2300

Email: mailto:nelondonicb.cfo@nhs.net

31 VARIATION

31.1 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each of the Partners.

31.2 The inclusion of any additional Individual Scheme(s), Scheme Specifications and/or updated budget contributions pursuant to Clause 5 shall not be deemed to be a variation to this Agreement as the Partners agree that the Pooled Funds, Schedule 1, 2 and 10 are intended to be updated for each Financial Year of the Agreement.

32 CHANGE IN LAW

32.1 The Partners shall ascertain, observe, perform and comply with all relevant Laws, and shall do and execute or cause to be done and executed all acts required to be done under or by virtue of any Laws.

32.2 On the occurrence of any Change in Law, the Partners shall agree in good faith any amendment required to this Agreement as a result of the Change in Law subject to the Partners using all reasonable endeavours to mitigate the adverse effects of such Change in Law and taking all reasonable steps to minimise any increase in costs arising from such Change in Law.

32.3 In the event of failure by the Partners to agree the relevant amendments to the Agreement (as appropriate), the Clause 24 (Dispute Resolution) shall apply.

33 WAIVER

No failure or delay by any Partner to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same or of some other right to remedy.

34 SEVERANCE

If any provision of this Agreement, not being of a fundamental nature, shall be held to be illegal or unenforceable, the enforceability of the remainder of this Agreement shall not thereby be affected.

35 ASSIGNMENT AND SUB CONTRACTING

The Partners shall not sub contract, assign or transfer the whole or any part of this Agreement, without the prior written consent of the other Partners, which shall not be unreasonably withheld or delayed. This shall not apply to any assignment to a statutory successor of all or part of a Partner's statutory functions.

36 EXCLUSION OF PARTNERSHIP AND AGENCY

36.1 Nothing in this Agreement shall create or be deemed to create a partnership under the Partnership Act 1890 or the Limited Partnership Act 1907, a joint venture or the relationship of employer and employee between the Partners or render either Partner directly liable to any third party for the debts, liabilities or obligations of the other.

36.2 Except as expressly provided otherwise in this Agreement or where the context or any statutory provision otherwise necessarily requires, neither Partner will have authority to, or hold itself out as having authority to:

36.2.1 act as an agent of the other;

36.2.2 make any representations or give any warranties to third parties on behalf of or in respect of the other; or

36.2.3 bind the other in any way.

37 THIRD PARTY RIGHTS

Unless the right of enforcement is expressly provided, no third party shall have the right to pursue any right under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

38 ENTIRE AGREEMENT

38.1 The terms herein contained together with the contents of the Schedules constitute the complete agreement between the Partners with respect to the subject matter hereof and supersede all previous communications representations understandings and agreement and any representation promise or condition not incorporated herein shall not be binding on any Partner.

38.2 No agreement or understanding varying or extending or pursuant to any of the terms or provisions hereof shall be binding upon any Partner unless in writing and signed by a duly authorised officer or representative of the parties.

39 COUNTERPARTS

This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

40 GOVERNING LAW AND JURISDICTION

40.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

40.2 Subject to Clause 23 (Dispute Resolution), the Partners irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceedings, dispute or claim, which may arise out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Agreement has been executed by the Partners on the date of this Agreement

THE CORPORATE SEAL of
THE LONDON BOROUGH OF HAVERING

was hereunto affixed in the presence of:

Signed for on behalf of

LONDON BOROUGH OF HAVERING

Authorised Signatory

Name: Councillor Gillian Ford

Position: Cabinet Member for Adults and Health

Date:

Signed for on behalf of

LONDON BOROUGH OF HAVERING

Authorised Signatory

Name: Barbara Nicholls

Position: Strategic Director of People

Date:

Signed for on behalf of

NHS NORTH EAST LONDON INTERGRATED CARE BOARD

Authorised Signatory

Name: Dr Nnenna Osuji
Position: Chief Executive
Date:

Signed for on behalf of

NHS NORTH EAST LONDON INTERGRATED CARE BOARD

Authorised Signatory

Name: Henry Black
Position: Chief Finance Officer
Date:

SCHEDULE 1 – FINANCIAL CONTRIBUTIONS

TABLE 1 - TOTAL BETTER CARE FUND SUMMARY 2026-27

BCF Fund	Value
DFG	£2,643,774
NHS Minimum Contribution	£28,988,164
Local Authority Better Care Grant	£8,419,703
Additional LA contribution	£873,730
Additional NHS contribution	£0
Total	£40,925,371

TABLE 2 - BUDGET CONTRIBUTIONS FOR NON BCF SCHEMES 2026-27

Service / Description	Total Pooled	ICB Contribution	LA contribution	Commissioning Authority (ICB or LBH)	Commissioner and Finance lead (ICB)	Commissioner and Finance lead (LBH)	Service Spec / Document Reference
1.Ageing Well Community Wellness & Empowerment Service	£260,000	**£136,859	£123,141	LBH	Kirsty Boettcher & Lawrence Dalton	Laura Neilson & Emma English	Schedule 11. Scheme 1
2.Living Well Community Wellness & Empowerment Service	£200,000	***£51,000	£149,000	LBH	Kirsty Boettcher & Lawrence Dalton	Laura Neilson & Emma English	Schedule 11. Scheme 2
3.Dementia Prevention Services	£250,000	****£208,000	£42,000	LBH	Kirsty Boettcher & Lawrence Dalton	Laura Neilson & Emma English	Schedule 11. Scheme 3
Total	£710,000	£395,859	£314,141				

**1 – funding from BCF under scheme 24 (budget to be uplifted annually in accordance with ICB contract uplift %)

***2 - £51k budget will need to be paid to LBH as they are hosting the contract (budget to be uplifted annually in accordance with ICB contract uplift %)

****3 - £208k budget will need to be paid to LBH as they are hosting the contract (budget to be uplifted annually in accordance with ICB contract uplift %)

TABLE 3 - PAYMENT SCHEDULE BCF

ICB S75 PAYMENTS TO HAVERING LA 2026/27		£
NHS Minimum Contribution		
Provision of a range of Assistive Technology equipment provided by Telecare to support people to live independently in their own home		£350,000
Adults Commissioning team infrastructure		£1,257,000
Adult Social Care team infrastructure		£430,000
Commissioning of the Havering MIND Community & Statutory Advocacy service		£142,104
Commissioning of the Imago Support Services for Unpaid Carers service incl Hospital Carer Pilot		£222,710
Commissioning of Ageing Well, Living Well, Dementia and Autism Prevention Services.		£642,320
Provision of ECL Reablement Service - Core Contract		£1,715,650
Provision of ECL Reablement Service - additional hours		£644,338
Provision of the ECL Community Reablement Service & Home First		£194,369
Contribution to the Riverside Supported Accommodation Scheme		£171,730
Local Area Co-ordinators		£200,000
Hospital Assessment and Community Review Team and Discharge to Assess Social Worker Team		£730,000
Havering's Better Living Approach delivered by North/South/HAT		£1,500,000
Provision of Direct Payments		£987,422
Provision of Respite Placements		£480,000
Provision of Nursing Care Home Placements		£420,000
Provision of Supported Living Placements		£909,185
Provision of Residential Care Home Packages supporting Hospital Discharge		£1,405,336
Provision Nursing Care Home placements supporting hospital discharge		£700,000
Provision of Domiciliary care packages supporting hospital discharge		£1,000,000
Provision of Direct Payments packages supporting hospital discharge		£40,000
Joint Commissioning of Ageing Well CWES contract		£157,448
Total		14,209,362
Prevention Contracts		
Living Well Community Wellness & Empowerment Service		£51,000
Dementia Prevention Services		£208,000
Total		259,000
Grand Total		14,468,362

SCHEDULE 2 – AGREED SCHEME SPECIFICATIONS

The Partners have agreed to complete applicable Service Schedule for each scheme as they review future, plan in line with National planning guidance. The below table which reflects specifications for service areas in the 2026-27 BCF plan.

Service/Scheme	Provision of a range of AT equipment to support people to live independently in their own home
Scheme ID	1
Commissioner Lead	LBH
Annual Budget 26/27	£350,000
Objectives	<ul style="list-style-type: none"> ▪ Investing in assistive technology to help individuals stay at home independently. ▪ Exploring innovative solutions to utilise the most effective technologies as they develop. ▪ Providing assistive technology products such as smoke detectors, fall detectors, and bed/chair sensors to residents assessed as needing support. ▪ Enhancing the Havering Telecare Service through regular monitoring by a stakeholder group.

Service/Scheme	Adults Commissioning team infrastructure
Scheme ID	2
Commissioner Lead	LBH
Annual Budget 26/27	£1,257,000
Objectives	<ul style="list-style-type: none"> ▪ Foster collaboration between the local authority and the ICB to achieve improved outcomes for communities. ▪ Create a more efficient and effective system by aligning goals and pooling resources. ▪ Integrate commissioning teams into a single function to strengthen joint commissioning practices. ▪ Identify and eliminate duplication in the system through service reviews and collaborative design of jointly commissioned services. ▪ Enhance service delivery by promoting shared objectives and mutual understanding between partners. ▪ Optimise resource utilisation and minimise waste to improve care and support for residents. ▪ Empower communities by providing integrated care and support to improve health and wellbeing.

Service/Scheme	Adult Social Care team infrastructure
Scheme ID	3
Commissioner Lead	LBH
Annual Budget 26/27	£430,000
Objectives	<ul style="list-style-type: none"> ▪ Foster collaboration between the local authority and the ICB to achieve improved outcomes for communities. ▪ Create a more efficient and effective system by aligning goals and pooling resources. ▪ Integrate commissioning teams into a single function to strengthen joint commissioning practices. ▪ Identify and eliminate duplication in the system through service reviews and collaborative design of jointly commissioned services.

	<ul style="list-style-type: none"> Enhance service delivery by promoting shared objectives and mutual understanding between partners. Optimise resource utilisation and minimise waste to improve care and support for residents. Empower communities by providing integrated care and support to improve health and wellbeing.
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Service/Scheme	Commissioning of the Havering MIND Community & Statutory Advocacy service
Scheme ID	4
Commissioner Lead	LBH
Annual Budget 26/27	£142,104
Objectives	<ul style="list-style-type: none"> Empower individuals by ensuring their voices are heard in legal and social matters. Safeguard individuals' rights and support active participation in decision-making processes. Assist individuals in navigating complex legal and social services. Focus on early intervention and prevention to reduce reliance on statutory services.

Service/Scheme	Commissioning of the Imago Support Services for Unpaid Carers service
Scheme ID	5
Commissioner Lead	LBH
Annual Budget 26/27	£222,710
Objectives	<ul style="list-style-type: none"> Providing support to unpaid carers in Havering through an established service focused on carer-centred activities and partnerships. Identifying and supporting unpaid carers, including hidden carers, in collaboration with the Council and Health services. Referring carers needing respite for a carer's assessment to understand their specific needs. Offering network groups, days out, and on-site activities to give carers breaks and opportunities for social and emotional support. Providing training workshops, Informal Advocacy, peer support groups, social activities, and online digital forums for carers. Collaborating with specialist providers such as the Alzheimer's Society, MIND, and Havering Association for Disabilities (HAD) to offer additional support services. Publishing a seasonal newsletter to inform carers about upcoming events and essential information.

Service/Scheme	Commissioning of a range of Prevention Services.
Scheme ID	6
Commissioner Lead	LBH
Annual Budget 26/27	£642,320
Objectives	<ul style="list-style-type: none"> Create an integrated and holistic approach to adult social care, prioritising individual and community well-being. Collaborate with individuals, families, organisations, and community providers to build supportive environments across all life stages.

	<ul style="list-style-type: none"> ▪ Provide tailored exercise programmes, social engagement events, and initiatives focusing on falls prevention and home adaptations. ▪ Empower residents through educational workshops on health literacy, financial planning, and technology use to support independent living. ▪ Support the voluntary and community sector in delaying the need for statutory support. ▪ Address social isolation and support the identified 22,800 carers from the 2021 census. ▪ Develop self-sustaining peer support networks to strengthen community ties. ▪ Establish community hubs to connect residents with voluntary sector services and preventative initiatives such as Local Area Coordinators.
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Service/Scheme	Provision of ECL Reablement Service
Scheme ID	7, 8, 9, & 44
Commissioner Lead	LBH
Annual Budget 26/27	£3,428,087
Objectives	<ul style="list-style-type: none"> ▪ Maintain focus on the dedicated Reablement service to provide short-term support following discharge and avoid long-term dependence wherever possible. ▪ Collaborate with individuals and their families to plan longer-term support arrangements, utilising natural family and community networks. ▪ Implement the 'Home First' model for all pathway 1 referrals from February 2026 to ensure assessments are conducted in the person's home setting. ▪ Avoid making decisions about long-term care packages while individuals are in acute settings. ▪ Ensure therapists assess equipment needs and other community referrals as part of the Home First service. ▪ Increase the number of people accessing Reablement prior to considering long-term care arrangements. ▪ Lower the level of care required for individuals assessed at home, compared with assessments done in acute settings.

Service/Scheme	Contribution to the Riverside Supported Accommodation Scheme
Scheme ID	10
Commissioner Lead	LBH
Annual Budget 26/27	£171,730
Objectives	<ul style="list-style-type: none"> ▪ Provide essential support for individuals who require assistance due to physical disabilities, mental health issues or other challenges ▪ Provide personalised support plans tailored to individual needs. ▪ Assist with daily tasks and access to healthcare services. ▪ Offer opportunities for social and recreational activities. ▪ Foster skill development and social connections to encourage independent living. ▪ Enhance well-being and promote greater community engagement.

Service/Scheme	Local Area Co-ordinators
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Scheme ID	11
Commissioner Lead	LBH
Annual Budget 26/27	£200,000
Objectives	<ul style="list-style-type: none"> ▪ Adopt a strengths-based approach that focuses on individual capabilities and contributions. ▪ Reconnect people with their communities and enhance community resilience. ▪ Work within populations of around 12,000 to understand local people and assets. ▪ Form trusting relationships to support individuals in achieving personal goals. ▪ Address challenges such as mental health, debt, housing, and social isolation. ▪ Focus on positive aspects of people's lives and motivate them to take control. ▪ Link individuals with local community assets to deliver personalised and preventative support.

Service/Scheme	Hospital Assessment and Community Review Team and Discharge to Assess Social Worker Team
Scheme ID	12
Commissioner Lead	LBH
Annual Budget 26/27	£730,000
Objectives	<ul style="list-style-type: none"> ▪ Deliver holistic, patient-centred care through multidisciplinary teams including healthcare professionals, social workers, and support staff. ▪ Provide primary care, chronic disease management, mental health services, social services, health education, and emergency response. ▪ Improve accessibility to healthcare by reducing barriers and ensuring timely, appropriate care. ▪ Ensure continuity of care through consistent monitoring and follow-up, addressing both medical and social determinants of health. ▪ Empower residents through health education and community engagement to promote self-management of health and well-being. ▪ Enhance links between secondary care and community teams to facilitate faster discharge for pathway patients.

Service/Scheme	Havering's Better Living Approach delivered by North/South/HAT
Scheme ID	13
Commissioner Lead	LBH
Annual Budget 26/27	£1,500,000
Objectives	<ul style="list-style-type: none"> ▪ Enhancing the quality of life and prolonging independence through strength-based and person-centred care. ▪ Reducing reliance on health and social care services by supporting individuals within their homes and leveraging community assets. ▪ Improving health outcomes and decreasing the need for expensive residential care. ▪ Utilising data to inform preventive models and ensuring collaboration between public health and commissioners.

	<ul style="list-style-type: none"> ▪ Maintaining consistent social care practices to uphold the principles of Better Living. ▪ Engaging local organisations and volunteers to create supportive networks that help individuals remain active within their communities. ▪ Conducting social work assessments to identify and harness individuals' strengths, abilities, and resources. ▪ Developing personalised care plans that resonate with individual life experiences and aspirations. ▪ Fostering a community environment where individuals feel connected and valued to enhance overall well-being.
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Service/Scheme	Provision of Direct Payments
Scheme ID	14, 21 & 37
Commissioner Lead	LBH
Annual Budget 26/27	£1,551,422
Objectives	<ul style="list-style-type: none"> ▪ Involving service users and their carers in shaping the model and promoting empowerment. ▪ Engaging potential and current recipients of self-directed support to ensure their needs are met. ▪ Ensuring leadership commitment and establishing clear policy frameworks and outcome-based measures. ▪ Developing services for individual budget holders and promoting a culture of personalisation. ▪ Adopting a proportionate approach to risk and collaborating with providers for responsive services. ▪ Enhancing the market to meet demand for personalised services and developing a high-quality personal assistant market. ▪ Recruiting and accrediting personal assistants for specialist services for adults and children with complex needs. ▪ Increasing personalisation and micro commissioning to encourage more person-centred services. ▪ Utilising direct payments to give residents greater choice and control over their care, fostering autonomy and individualised care arrangements.

Service/Scheme	Respite Care
Scheme ID	15
Commissioner Lead	LBH
Annual Budget 26/27	£480,000
Objectives	<ul style="list-style-type: none"> ▪ Provide temporary relief to caregivers to help them rest and rejuvenate. ▪ Ensure loved ones receive high-quality care during respite periods. ▪ Collaborate between social workers, commissioning, and brokerage to offer diverse respite care options. ▪ Tailor support to reduce caregiver stress and risk of burnout, enhancing mental health and well-being. ▪ Identify gaps in services and allocate resources effectively. ▪ Create a seamless experience for those seeking respite care. ▪ Accommodate the unique needs of individuals and caregivers with varied respite services.

	<ul style="list-style-type: none"> Facilitate the sharing of best practices and promote continuous service improvement.
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Service/Scheme	Residential & Nursing Care Homes
Scheme ID	16, 18, 19, 38, 40, 41 & 42
Commissioner Lead	LBH
Annual Budget 26/27	£6,925,336
Objectives	<ul style="list-style-type: none"> Provide tailored residential and nursing care services to support individual physical and mental health needs. Collaborate with care homes to optimise the use of available beds for long-stay residents and Discharge to Assess (D2A) placements. Identify service gaps and allocate resources effectively to ensure seamless care experiences. Offer a diverse range of care home options, including specialised care settings, to suit the unique circumstances of individuals. Promote continuous improvement through the sharing of best practices between teams and care homes. Enhance the well-being of residents while supporting families by alleviating caregiving burdens.

Service/Scheme	Provision of Supported Living and Extra Care Placements
Scheme ID	17 & 22
Commissioner Lead	LBH
Annual Budget 26/27	£939,185
Objectives	<ul style="list-style-type: none"> Provide specialist accommodation options, such as supported living and extra care, for individuals with diverse needs. Offer respite care to support primary caregivers and ensure quality care for individuals during caregiver breaks. Integrate housing and social care to effectively address community needs. Design properties tailored to specific services while addressing challenges like property ownership, rising costs, and care provider transitions. Collaborate with decision-makers and explore Council-owned properties or partnerships to enhance accommodation solutions. Ensure financial interests are safeguarded and individuals are placed in suitable accommodations aligned with their needs.

Service/Scheme	Provision of Domiciliary Care Packages
Scheme ID	20, 36 & 43
Commissioner Lead	LBH
Annual Budget 26/27	£4,395,703
Objectives	<ul style="list-style-type: none"> Strengthen existing partnerships with high-quality providers to ensure long-term collaboration. Reduce reliance on spot contracting from 50% to less than 10%. Maintain continuous dialogue to drive improvement initiatives. Foster ongoing high-quality partnership working for enhanced care delivery.

Service/Scheme	Trusted Assessors for Care Homes
Scheme ID	23

Commissioner Lead	ICB
Annual Budget 26/27	£37,198
Objectives	<ul style="list-style-type: none"> ▪ Support and facilitate discharges into care homes to reduce delays. ▪ Minimise the time required for care home assessments to commence. ▪ Streamline paperwork collation to enable care home managers to make informed decisions within 24 hours. ▪ Integrate the Trusted Assessor model into the new Place-Based Transfer of Care Hub (ToCH) as part of the service redesign aligned with the Integrated Discharge Hub review.

Service/Scheme	Joint Commissioning of Ageing Well CWES contract
Scheme ID	24
Commissioner Lead	ICB
Annual Budget 26/27	£157,448
Objectives	<ul style="list-style-type: none"> ▪ Encourage independence and enhance wellbeing among older adults through personalised support and tailored interventions. ▪ Deliver holistic, person-centred care that addresses both physical and mental health needs, enabling older people to remain active and engaged within their communities. ▪ Foster collaborative working across health, social care, and community partners to streamline discharge processes and improve outcomes for service users. ▪ Promote preventative measures and early intervention to reduce hospital admissions and support ageing well in the community.

Service/Scheme	Commissioning of Twining Supported Employment Contract
Scheme ID	25
Commissioner Lead	ICB
Annual Budget 26/27	£258,956
Objectives	<ul style="list-style-type: none"> ▪ Provide supported employment services for individuals with disabilities through the partnership with Twining. ▪ Enhance the quality of life for individuals by offering tailored employment opportunities. ▪ Foster independence and self-esteem among participants. ▪ Increase employability and improve mental health of individuals with disabilities. ▪ Promote greater social inclusion for participants within their communities. ▪ Reduce reliance on care services by facilitating access to meaningful employment. ▪ Demonstrate Havering's commitment to creating inclusive and supportive environments for all residents.

Service/Scheme	Commissioning of NELFT Falls contracts
Scheme ID	26
Commissioner Lead	ICB
Annual Budget 26/27	£227,207
Objectives	<ul style="list-style-type: none"> ▪ Detect individuals at risk at the earliest stage through early identification and categorise them based on the severity of their condition with effective triage for risk stratification.

	<ul style="list-style-type: none"> ▪ Offer scientifically validated interventions through access to fall prevention programmes developed with proven evidence-based methodologies. ▪ Enhance skills and knowledge across the workforce through training and collaborative capacity building to address challenges effectively with diverse teams equipped with necessary resources and expertise.
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Service/Scheme	Commissioning of St Francis Hospice Contract
Scheme ID	27
Commissioner Lead	ICB
Annual Budget 26/27	£1,003,538
Objectives	<ul style="list-style-type: none"> ▪ Provide personalised end-of-life care plans tailored to individual needs. ▪ Offer pain and symptom management to ensure patient comfort. ▪ Deliver emotional and psychological support to patients and their families. ▪ Provide spiritual care to address patients' values and beliefs. ▪ Support families with counselling, respite care, and educational programmes. ▪ Promote awareness of end-of-life issues within the wider community. ▪ Utilise volunteer services to enhance the scope of care provided.

Service/Scheme	Commissioning of the Age UK Care Navigator Service
Scheme ID	28
Commissioner Lead	ICB
Annual Budget 26/27	£15,597
Objectives	<ul style="list-style-type: none"> ▪ Assist patients aged 65 and over with multiple long-term conditions in navigating local health and social care systems. ▪ Provide holistic, person-centred care plans to improve access to various services. ▪ Offer practical and emotional support, including form filling, transport assistance, and reducing isolation through community connections. ▪ Focus on prevention and reducing health inequalities. ▪ Enhance health, wellbeing, quality of life, and independence for clients. ▪ Facilitate better discharge flow and redirect patients from A&E to appropriate services. ▪ Collaborate across BHR locations to achieve better outcomes for the population.

Service/Scheme	Rapid Response intervention provided by Community Treatment Team
Scheme ID	29
Commissioner Lead	ICB
Annual Budget 26/27	£2,765,828
Objectives	<ul style="list-style-type: none"> ▪ Increase capacity for Rapid Response by expanding the Community Treatment Team (CTT) to handle rising demand throughout the day. ▪ Enhance telephone triage capabilities to improve service efficiency and accessibility.

	<ul style="list-style-type: none"> ▪ Invest £1.2m from Ageing Well funds to boost the number of nurses and allied health professionals. ▪ Reorganise staffing to optimise resources, reducing doctors while adding nurses and therapists. ▪ Consistently meet the national 2-hour response target, achieving 80-90% compliance within the service hours of 8am – 10pm, 7 days a week. ▪ Work in collaboration with intermediate care services, including Reablement, Rehab, and voluntary sector partners, to support patients at home and reduce hospital admissions.
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Service/Scheme	NELFT Inpatient Rehab Beds at Meadow Court
Scheme ID	30
Commissioner Lead	ICB
Annual Budget 26/27	£2,473,147
Objectives	<ul style="list-style-type: none"> ▪ Provide therapy support for up to 28 days with a focus on personalised care. ▪ Develop individualised treatment plans tailored to patients' unique health conditions and recovery goals. ▪ Conduct continuous assessment to evaluate patients' progress and adjust treatments as needed. ▪ Ensure optimal recovery outcomes by addressing both physical and emotional well-being. ▪ Facilitate a smooth transition from hospital to home, promoting long-term health and independence.

Service/Scheme	NELFT Integrated Case Managers and Community Nursing
Scheme ID	31
Commissioner Lead	ICB
Annual Budget 26/27	£4,475,342
Objectives	<ul style="list-style-type: none"> ▪ Ensure early identification of residents at risk through collaboration between integrated case managers and GP practices. ▪ Provide timely and effective care by community nurses to prevent hospital admissions. ▪ Focus on early detection and continuous care to improve overall health outcomes. ▪ Shift from a reactive healthcare model to a preventative approach prioritising health maintenance and disease prevention. ▪ Foster a healthier community and support sustainable healthcare practices.

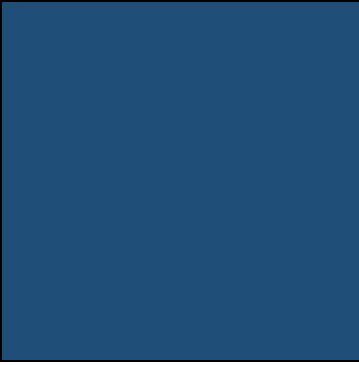
Service/Scheme	NELFT Integrated Discharge Hub and development of Transfer of Care Hub
Scheme ID	32
Commissioner Lead	ICB
Annual Budget 26/27	£415,497
Objectives	<ul style="list-style-type: none"> ▪ Enhance patient care through a review of the current Integrated Discharge Hub (IDH) model. ▪ Develop a Place-based Transfer of Care Hub (ToCH) to streamline discharge processes. ▪ Reintroduce social workers to wards to provide direct support and improve discharge planning.

	<ul style="list-style-type: none"> ▪ Facilitate a smoother transition for patients from hospital to home or other care settings. ▪ Improve the overall patient experience by ensuring better coordination and effectiveness.
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Service/Scheme	NELFT Integrated Neighbourhood Teams and Proactive Care Pilot
Scheme ID	33
Commissioner Lead	ICB
Annual Budget 26/27	£1,509,820
Objectives	<ul style="list-style-type: none"> ▪ Deliver proactive care by identifying and targeting individuals to prevent health deterioration and unnecessary hospital stays. ▪ Develop Integrated Neighbourhood Teams (INTs) to coordinate health, social care, community and voluntary services within specific geographical areas. ▪ Roll out proactive care pilots in 2026 across four Primary Care Networks (PCNs) to support patients closer to home. ▪ Utilise population health management approaches to understand local needs and risks, enabling tailored care delivery through the INT model. ▪ Commission specialised services for chronic conditions, including Community Heart/Heart Failure Service, Diabetes Service, and Respiratory/COPD Service, to provide early intervention and personalised care. ▪ Empower patients with knowledge and tools to manage their conditions effectively, fostering a healthier and more resilient community.

Service/Scheme	Intensive Rehab Service
Scheme ID	34
Commissioner Lead	ICB
Annual Budget 26/27	£1,481,422
Objectives	<ul style="list-style-type: none"> ▪ Provide three weeks of intensive rehabilitation at home following hospital stays, to support faster recovery in a familiar environment. ▪ Review opportunities to increase the provision of the service in response to rising demand. ▪ Explore the alignment of the intensive rehabilitation service with the existing reablement offering.

Service/Scheme	Adaptations, including statutory DFG grants
Scheme ID	35
Commissioner Lead	ICB
Annual Budget 26/27	£2,643,774
Objectives	<ul style="list-style-type: none"> ▪ Ensure accessibility and safety in homes for individuals with disabilities, enabling them to live independently. ▪ Provide financial support for necessary modifications, such as stair lifts, ramps, accessible bathrooms, and widened doorways. ▪ Prioritise adaptations that enhance mobility within the home and facilitate ease of access to essential areas like kitchens and bathrooms. ▪ Enable timely delivery of adaptations to minimise disruption and meet the urgent needs of beneficiaries. ▪ Promote inclusivity by addressing barriers in both private and social housing environments.

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- Adhere to statutory guidelines and regulations to ensure compliance and optimal utilisation of funds.
 - Collaborate with local authorities to identify needs and streamline the grant application and approval process.
 - Encourage sustainable and energy-efficient adaptations to reduce long-term costs and environmental impact.
 - Support the physical and psychological well-being of individuals by creating environments tailored to their specific needs.
 - Foster community integration by enabling individuals to access local resources and engage in social activities.

Havering Finance & Performance Group

Terms of Reference

1. Introduction and purpose

The Havering Finance & Performance Group is established to:

- 1.1 Ensure appropriate and effective financial governance arrangements to support the allocated funds to Havering Place. This includes the governance of Better Care Fund which is overseen by the Health & Wellbeing Board (HWBB)
- 1.2 The funds include those covered in:
 - Better Care Fund [Tom Fowler]
 - Adult Social Care Discharge fund [Laura Neilson] TBC
 - Supported Housing [Laura Neilson]
 - Adult Placements – [Laura Neilson] - (*Andrew Sykes is AD for Adult Placements*) - (*Jackie Lawson – Age Well, Sheila Jones – Mental Health, Chibuike Oji – Disabilities*)
 - Section 256 Health Inequalities Funding Allocation [TBC]
 - Age Well proactive care fund [Tom Fowler]
 - Any other funding agreements allocated to Havering Place in the future
- 1.5 Provide direction and support in planning on priorities for any future funds made available to Havering Health & Care Partnership.
- 1.6 Evaluate the financial performance of the funds to ensure finance resources are used appropriately and in accordance with the objectives intended when the funds were authorised.

2. Functions

2.1 Budget Allocations

- Monthly review of budget positions against all allocated funds.
- Support the preparation of budget reports for Havering Place Based Partnership to ensure the budgets for all funding streams are aligned to strategic objectives for Havering Place.
- Support the financial management to aid delivering of Havering Place Based Partnership priorities

2.2 NEL system finance

- Understand impact of financial position in relation to NEL led work, e.g. Continuing Health Care
- Identify risks to Havering Place and make recommendations to Partnership on influencing strategies.

2.3 Risks & Issues, Risk Share and Contingency Planning

- Report to Havering Place Based Partnership where funding is at risk to allow early warning of potential issues.
- Identify risks to Havering Place through system led s and relevant Provider Collaborative financial positions and make recommendations to influence impact to the Havering system.

2.4 Control Process

- Review and agree financial reporting for submission to Havering Place Based Partnership
- Review BCF quarterly reports on metrics for capacity and demand for hospitals and community pathways with approval recommendation to Health & Wellbeing Board / Havering Place Based Partnership for submission to NHSE Better Care Fund team.
- Review any other required monitoring reporting for NEL ICB
- Review and adjust plans for any associated national financial policies which specifically relate to the Better Care Fund.

3. Governance

The Havering Finance & Performance Group is a sub-committee of the Havering Health & Care Partnership Board

4. Membership

Name	Role	Organisation
Tom Fowler	Assistant Director	ICB
Barbara Nicholls	Corporate Director of Adult Care & Quality Standards	LB Havering
Laura Neilson	Assistant Director Adults Commissioning	Havering Place
Lawrence Dalton	Head of Finance (Havering)	NEL ICB
Laura Wheatley	Portfolio Manager Adults Commissioning	Havering Place
Graham Oakley	Performance	LB Havering
Emma English	Finance Business Partner	LB Havering

5. Deputies

- Members should endeavour to attend all meetings.
- Members who are unable to attend are encouraged to send a named deputy. The onus is on ensuring the deputy is appropriately briefed to act as representative.
- Nonrepresentation of an organisation / function runs the risk of not agreeing with the recommendations that come from the group.

6. Chairing arrangements

The Chair of the Havering Finance & Performance Group will be Luke Burton, Havering Place Director

7. Meetings

- Monthly meetings to be held on the third week of each month.
- Leads to provide financial reporting for their responsible integrated fund/budget to Head of PMO 1 week before the meeting

8. Review of Terms of Reference

These ToRs are dated 8th August 2024 and will be reviewed at least every 6 months where the Havering Finance & Performance Group will agree any changes it considers necessary.

9. Quoracy

Any decision shall only be quorate where the following are present:

- 1 member from ICB Finance
- 1 member from LBH Finance
- 1 member from Business Intelligence
- Place Assistant Director

Should quoracy not be achieved, decisions will either need to be deferred to the next meeting or approval by majority obtained outside the meeting

SCHEDULE 4 – FINANCIAL ARRANGEMENTS, RISK SHARE AND OVERSPENDS

- 1 Unless the context otherwise requires, the defined terms used in this Schedule shall have the same meanings as set out in Clause 1 of the main body of Agreement.
- 2 Subject to any contrary provision in the relevant Scheme Specification, the Parties agree that Overspends or Underspends in respect of any Services under the Better Care Fund shall be managed in accordance with this Schedule 3.

Risk Share

- 3 The Parties have agreed that the financial risk of Overspend is to be borne solely by the Host Partner for each individual scheme on a line by line basis. The other Party to the Agreement who is not the Host Partner is not in any way responsible for meeting the cost of any Overspend for that individual scheme.
- 4 The Parties have agreed that the default position is that any Underspend against an individual scheme will be retained by the Host Partner for that individual scheme.
- 5 The Council shall endeavour to manage any in-year overspends within its commissioning arrangements for services commissioned solely by the Council no risk will pass to the ICB.
- 6 The ICB shall endeavour to manage any in-year overspends within its commissioning arrangements for services commissioned solely by the ICB no risk will pass to the Council.
- 7 The apportionment of financial risk does not vary if the individual scheme is funded from the Pooled Fund or the Non-Pooled Fund.

Overspend

- 8 The Partnership Board shall consider what action to take in respect of any actual or potential Overspend.
- 9 The Partnership Board shall act reasonably having taken into consideration all relevant factors including, where appropriate the Better Care Fund Plan and any agreed outcomes and any other budgetary constraints agree appropriate action in relation to Overspends which may include the following:
 - 9.1 whether there is any action that can be taken in order to contain expenditure;
 - 9.2 whether there are any underspends that can be viewed from any other fund maintained under this Agreement;
- 10 Financial responsibility for Overspends are the responsibility of the Host Partner. If, at the end of the Financial Year or on termination or expiry of this Agreement, it becomes apparent that there has been an overspend of either Partner's Financial Contribution for Pooled Funds, each Partner shall meet the overspend by contributing additional funds aligned to their lead commissioner responsibilities and services.
- 11 Subject to any continuing obligations under any Service Contract entered into by either Partner, either Partner may give notice to terminate a Service of Individual Scheme where the Scheme Specification provides and where the Service does not form part of the Better Care Fund Plan.

Underspends

- 12 In the event of any Underspend the Parties will seek to reach agreement on the use of the surplus monies, and this may result is the transfer of funds from the Host Partner to the other Partner, however this is not predetermined by this Schedule 3.
- 13 The Council (as Host Organisation) shall make the ICB aware of any potential underspend in relation to Financial Contributions, prior to the end of the Financial Year. The Council shall highlight reasons for the underspend and identify any part of that underspend which is already contractually committed. Any underspend will be redirected to the pooled funds according to the most appropriate accountancy treatment – as defined by the Council accountancy standards and practice.
- 14 The benefit of any Underspend at the end of the Financial Year or on termination or expiry of this Agreement (whichever is appropriate) shall:
 - 14.1 if the Partners agree, be applied to the Services, as the Partnership Board shall determine;
 - 14.2 if the Partners agree, be deducted proportionately from the Partners' Financial Contributions for the following Financial Year; or

- 14.3 if the Partners cannot agree, be returned to the Partners in proportion to their Financial Contribution for the Financial Year; or
- 14.4 be re-invested in the Pooled Fund.

SCHEDULE 5 - JOINT WORKING OBLIGATIONS

Lead Partner Obligations

- 1 **The Lead Partner shall notify the other Partner if it receives or serves:**
 - 1.1 a Change in Control Notice;
 - 1.2 a Notice of an Event of Force Majeure; and
 - 1.3 a Notice of Termination.

- 2 **The Lead Partner shall provide the other Partner on request with copies of any and all:**
 - 2.1 Quarterly Activity Reports;
 - 2.2 Review Records;
 - 2.3 Remedial Action Plans; and
 - 2.4 Service Quality Performance Reports.

- 3 **The Lead Partner** must inform and consult the other Partner before taking any action relating to the Services listed in clauses 4.5.1 and 4.5.2 and 4.5.3 at the earliest opportunity through the BCF operational and oversight group. In an emergency and action is needed an extraordinary meeting should be called.

- 4 If the other Partner is not happy with the action of the Lead Partner, then the dispute process should be followed in accordance with clause 23.

- 5 **The Lead Partner** shall advise the other Partner of any matter which has been referred for dispute and agree what (if any) matters will require the prior approval of one or more of the other Partners as part of that process.

- 6 **The Lead Partner** shall notify the other Partner of the outcome of any Dispute that is agreed or determined by Dispute Resolution.

- 7 **The Lead Partner** shall share copies of any reports submitted by the Service Provider to the Lead Partner pursuant to the Service Contract (including audit reports).

Obligations of the Other Partner

- 8 Each Partner shall (at its own cost) provide such cooperation, assistance and support to the Lead Partner (including the provision of data and other information) as is reasonably necessary to enable the Lead Partner to:
 - 8.1 resolve disputes pursuant to a Service Contract;
 - 8.2 comply with its obligations pursuant to a Service Contract and this Agreement;
 - 8.3 ensure continuity and a smooth transfer of any Services that have been suspended, expired or terminated pursuant to the terms of the relevant Service Contract.

- 9 No Partner shall unreasonably withhold, or delay consent requested by the Lead Partner.

- 10 Each Partner (other than the Lead Partner) shall:
 - 10.1 comply with the requirements imposed on the Lead Partner pursuant to the relevant Service Contract in relation to any information disclosed to the other Partners;
 - 10.2 notify the Lead Partner of any matters that might prevent the Lead Partner from giving any of the warranties set out in a Services Contract or which might cause the Lead Partner to be in breach of warranty.

SCHEDULE 6 – PERFORMANCE ARRANGEMENTS

1. The Partnership Board will use the exception reporting process, as a means of providing early warning of potential non-performance in respect of individual schemes. The Board will be proactive in discussing and implementing remedial actions designed to deal with identified non-performance. A lead Partner or Provider will be identified as being responsible for implementing the necessary remedial actions.
2. Progress in implementing any remedial actions will continue to be reported, by the Lead Partner or Provider, to subsequent meetings of the Partnership Board until such time as the Board is satisfied that the non-performance has been properly addressed and rectified.
3. In circumstances where authority to implement the necessary remedial actions is beyond the delegated powers of the Board or individual Partner or Provider representatives the following escalation procedures shall apply:
 - 4.1 Where the Board as a whole does not have sufficient delegated authority the Chair of the Board will be responsible for escalating to the next meeting of the Health and Wellbeing Board for resolution. In circumstances where this is not practicable, for example because of time constraints, the Authorised Officers for each Partner will seek the necessary authority from their respective organisations.
 - 4.2 Where the issue relates to the delegated authority of an individual Partner or Provider representative, said representative will be responsible for escalating the agreed remedial actions for approval within their own organisation.
4. A quarterly report prepared by the Lead Commissioner shall also include the income and expenditure report required by Clause 8.2.7 of this Agreement.
5. Where the wider quarterly review undertaken by the Board identifies potential or actual non-performance against the plan, the process for implementing remedial actions shall be as set out in Clauses 2 to 4 of this Schedule above.
6. The Pooled Fund Manager(s) shall be responsible for the preparation of the Annual Performance Report to meet the requirements set out in Clause 20 of this Agreement and for presenting it to the Health and Wellbeing Board within the prescribed timescale.
7. As and when directed by the Partnership Board as per Schedule 2, Clause 2.1.9, the Pooled Fund Manager(s) shall be responsible for preparing exception reports to the Health and Wellbeing Board.

Better Care Fund 2026-27

Narrative return

Introduction and guidance

This return has been designed to enable ICBs and local authorities, working with Health and Wellbeing Boards (HWBs), to submit information which demonstrates how their plans for the Better Care Fund (BCF) meet the national conditions and planning requirements for 2026-27. Completing and submitting the BCF narrative return is a required part of the overall BCF submission process. Planning leads should ensure that all questions within this narrative return are fully addressed.

This year, the length of the narrative return has been reduced. This reflects feedback on the benefits of a more focused BCF assurance process. In completing the return, HWBs, ICBs and local authorities may wish to develop more detailed joint plans for BCF expenditure for their own use and/or draw on other joint plans.

Each question in the return has a suggested length of around a page (around 500 words) and we would generally expect the overall submission to be around 2500 words. These act as a guide to support a more focused assurance process rather than strict limits.

The narrative provided in this return should align with the expenditure plans and the ambitions for the national metrics set out in your BCF excel numerical return.

When completing the narrative return, please use the following documents for guidance and support, these can be found on the [BCF Exchange](#):

- **Planning Principles:** outlines what good practice looks like in relation to each narrative question and aligns with the relevant national conditions.
- **Metrics Handbook:** provides the formal technical specifications for the national metrics within the framework, including the rationale, methodology, required data inputs and worked examples.

Submission Requirements:

- Each HWB area must have its own BCF excel numerical return, but a single narrative BCF return covering multiple HWBs may be submitted where this reflects local integrated working arrangements.
- Each HWB area included in a combined narrative return should provide clarity and state any specific details relevant to the separate HWBs within the narrative questions (and more words may be required for this than a single HWB return). Local authorities, ICBs and HWBs for each area should formally sign off the shared narrative return and their individual numerical excel BCF return.
- The deadline for completing this narrative return is **19 May 2026**.

- Please submit this return to both: england.bettercarefundteam@nhs.net and your regional better care manager(s).

Submission details

	Havering
HWB	London Borough of Havering (LBH)
ICB	NHS NORTHEAST LONDON INTERGRATED CARE BOARD (ICB)

1. Please provide a short statement setting out the rationale for using BCF funding to maximise delivery of integrated and preventative care linked to the relevant areas of neighbourhood health and social care services.

The Better Care Fund (BCF) in Havering aims to improve health and wellbeing through sustainable, integrated preventative services at neighbourhood level. In 2026/27, the focus is on reducing avoidable hospital admissions among older adults, enabling timely discharge, and promoting independence through robust reablement pathways. Investment decisions are guided by Joint Strategic Needs Assessments (JSNAs) and ongoing review of local intermediate care and non elective admission data, with an emphasis on reducing health inequalities and strengthening neighbourhood-based care.

Integrated Neighbourhood Teams (INTs) in Havering will foster collaboration between health, social care, and voluntary partners, using population health data to target preventative care for those at greatest risk. In 2026/27, INTs will further strengthen partnerships with intermediate care, community hubs and local area coordinators whilst also investing in digital tools for identifying and supporting individuals at risk of hospitalisation or long-term care.

Expansion and alignment of the Intensive Rehab Service (IRS) and Reablement Service respond to a 65% rise in IRS demand since 2017. Additional BCF funding will support recruitment of staff, extension of service hours and improve coordination with acute providers, with regular reviews to ensure services meet local needs. Demand and capacity modeling indicates that the service is positioned to accommodate anticipated increases in demand, providing the flexibility and capacity required to respond effectively.

This investment supports the strategic shift from hospital to community by enabling timely discharge and ensuring individuals receive the right care, in the right place, at the right time. The development of the neighbourhood teams, aligned with the expansion of the intermediate care offer means people are supported within the community through a holistic, multidisciplinary approach that goes beyond immediate rehabilitation needs. By strengthening the capacity of neighbourhood teams, the model promotes proactive, personalised care and enhanced recovery from events such as stroke, falls, fractures, surgery and acute illness, as well as supporting those with frailty and multiple long-term conditions.

Prevention is central to our strategy, with Community Reablement working alongside INTs and Primary Care to avoid unnecessary emergency visits and admissions, helping people regain independence and connect with local resources. The Community Wellness and Empowerment Service, jointly commissioned between the Council and NHS North East London ICB, will extend digital health literacy workshops and falls prevention, empowering residents to manage their wellbeing and remain independent.

Funding will expand Local Area Coordination and community hubs, reducing social isolation and enhancing resilience. Coordinators will work closely with INTs and intermediate care teams for seamless transitions and holistic support.

Ongoing assessment of care demand and capacity, using the Proactive Care Dashboard and OPTUM Pathfinder, guides investment and identifies service gaps. Monthly multiagency reviews ensure preventative services are targeted to those most at risk.

The voluntary and community sector is at the core of the prevention offer, providing advice and support for hospital-to-home transitions and preventing escalation. Investment includes increased funding for falls prevention and carer support, plus new initiatives for unpaid carers including a specific resource for identifying unpaid carers in hospital to ensure support is available at the point of discharge.

In summary, Havering's BCF priorities for 2026/27 are enhancing integrated neighbourhood preventive services, responding to intermediate care needs, further integration of services and adapting models

to changing demands. Investment in partnerships and neighbourhood services aims to improve outcomes, reduce costs, and build resilience, with continuous review to maintain alignment with local and national priorities.

2. Please provide a brief explanation of the rationale for how you have set out goals for the metrics of non-elective admissions (for those 65 years old and over) and delayed discharges. Please also set out how you will monitor and drive progress in preventing avoidable long-term care home admissions and improving outcomes from reablement, including through any locally agreed goals for long term admissions to residential care and nursing homes.

Havering's goals for non-elective admissions and average discharge delays are underpinned by robust, data-driven analysis that brings together local demographic trends, service performance, and NHS Digital statistics. The target for non-elective admissions in 2026/27 averages 916 admissions per 100,000 population draws on historical trends and anticipated population growth, leveraging evidence from the Proactive Care Dashboard, which collates data from acute, primary, social, and community health services. This target reflects the assumption that enhancements in preventative care and integrated neighbourhood interventions can offset rising demand associated with an ageing population. For delayed discharges, the goal is informed by NHS Digital data showing that 94.6% of acute adult patients are discharged when ready, with remaining delays averaging 8.7 days. These figures are benchmarked nationally and locally, with ongoing efforts to strengthen discharge hubs and rehabilitation pathways expected to sustain or improve performance.

Havering's Health and Wellbeing Board (HWB) ensures that its goals for non-elective admissions and discharge delays are aligned with NHS provider and Integrated Care Board (ICB) planning trajectories. Where local expectations diverge such as maintaining current admission rates despite population growth the approach is supported by evidence from integrated care initiatives and the use of risk stratification tools. Local targets and improvement plans for discharge delays are jointly developed and overseen by the Discharge Improvement Working Group and Havering Discharge Oversight Group, with any differences from NHS planning assumptions transparently addressed and reflected in collaborative action plans.

To reduce long-term admissions to residential and nursing care, Havering has set a locally agreed target of 513.5 admissions per 100,000 population for 2026/27. This is informed by benchmarking against similar areas, integrated reviews, and evidence supporting the "Home First" model, which emphasises home-based assessments and reablement prior to any long-term placement decisions. When a specific target is not established, planned initiatives such as direct access to Community reablement, rapid response services, and falls prevention programs help promote independence and reduce unnecessary hospital admissions. These activities are designed to optimise resources and decrease avoidable transfers to care homes.

Efforts to improve reablement outcomes specifically, the proportion of older people who remain at home 12 weeks after discharge include expansion of the Intensive Rehab Service (IRS), enhanced collaboration with Early Supported Discharge and Community Rehab Services and strengthened coordination with Integrated Neighbourhood Teams and primary care. These activities are designed to maximise recovery and independence through community-based assessment and support, with regular monitoring and data sharing to track progress.

High-quality data is ensured for all Better Care Fund (BCF) metrics through routine review, validation, and collaborative work with hospital providers. Discharge Ready Date (DRD) information is regularly audited and feedback processes are in place to address any known data quality issues, such as discrepancies in placement reporting. Improvements are supported through training, system integration, and monthly multiagency reviews, ensuring that decisions and performance monitoring are based on accurate, reliable, and complete data.

3. Please provide a short explanation of the planned impact of BCF funding on achievement of goals.

Havering's Better Care Fund (BCF) is allocated strategically in response to a growing, aging, and more diverse population, driving increased demand for adult social care. Funding decisions are guided by local and national priorities, including the Joint Strategic Needs Assessment and service delivery data, with the overarching aim of empowering residents to live independently. Investments focus on integrated, person-centered services for older adults at risk of hospital admission, those needing reablement and those being discharged from an acute setting. The Proactive Care Dashboard informs priorities, supporting interventions to reduce non-elective admissions, minimise delayed discharges, and lower long-term care home admissions.

Virtual Wards address complex needs by providing acute care at home for high-risk patients, utilising digital monitoring. Evidence indicates these wards help reduce unnecessary hospital admissions, support emergency admission targets, and facilitate timely discharges, all while improving patient satisfaction and recovery rates, particularly for older adults.

After hospital stays, the Intensive Rehab Service (IRS) provides up to three weeks of focused support, especially benefiting frail older adults and those recovering from illness. Expansion and integration of IRS with reablement services have led to increased independence and fewer long-term care admissions. The expected outcome of extending the reablement offer and building on the Home First model is a reduction in delayed discharges, improved outcomes, reduction in the need for long term care and reduction in emergency admissions. The Home First model implemented in Havering ensures that all new 'Pathway 1' referrals are referred for an assessment at home, supporting the shift away from acute led therapy assessments and reducing the time people remain in hospital.

The Age Well Community Wellness & Empowerment Service links older vulnerable residents to community resources, ensuring timely discharges and improved outcomes, with first contact typically within 48 hours. A key element of this service is the support offered at the point of discharge to ensure a safe home environment and support individuals to navigate the health and social care system and access appropriate local services. The service can also be accessed from the community and can support with small aids and equipment improving home safety and independence, preventing falls.

Prevention and early intervention are central to Havering's approach. Community Reablement, accessible through primary care and the ASC front door, is the primary route for new users, supporting a reduction in emergency department visits and admissions. Additionally, Community Wellness & Empowerment offers exercise classes, social activities, falls prevention, and home adaptations, all aimed at enhancing quality of life and reducing loneliness.

Falls prevention is a priority, with funding for strength and balance classes, dedicated falls teams, and care home support. These efforts target frail older adults and care home residents, informed by local admissions data. Age UK provides home assessments and community programs, focusing on early intervention for those most at risk. Workforce development and regular reviews help guide improvements, resulting in fewer admissions and better health outcomes.

Collaboration across health, social care, and voluntary sectors is fundamental. Local Area Coordination reconnects individuals with their communities, while joint commissioning between the local authority and Integrated Care Board enables more efficient service delivery. Person-centered care and community support are key to achieving improved outcomes and meeting metric targets.

BCF funding impact is measured against national metrics: emergency admissions for those 65 and over, delayed discharges, and long-term care admissions. Resources are continually evaluated to target those with the greatest need, with a focus on alternative discharge pathways, data quality, and avoiding unnecessary admissions.

In summary, Havering's BCF supports improved health outcomes, greater independence, reduced costs, and a better quality of life. Commissioned schemes and collaborative strategies, grounded in demographic analysis and continuous evaluation, ensure a sustainable, person-centered approach that maximizes impact and supports achievement of key metric goals.

4. Please outline how ICBs and local authorities have confidence that the services funded through the BCF represent value for money, and how they will seek to raise the productivity of services.

Havering's Integrated Care Board (ICB) and the London Borough of Havering ensure Better Care Fund (BCF) services deliver value for money and continually improve productivity through a comprehensive, transparent governance framework, robust benchmarking, and evidence-led commissioning. Strategic oversight is provided by the Health and Wellbeing Board, while operational management is driven by multi-agency groups such as the Finance and Performance Group. These bodies rigorously monitor service development, financial management, and performance, using benchmarking against national standards and local metrics to ensure resources are allocated efficiently and both national and local priorities are achieved.

Joint commissioning and pooled budgets underpin the approach to value for money by streamlining resource use and minimising duplication. For instance, the Integrated Community Equipment Service (ICES) is commissioned jointly across three boroughs, enabling cost-sharing, equipment recycling, and standardised delivery. Regular service reviews, collaborative service design, and benchmarking against best practice and national standards guarantee that services remain fit for purpose and adapt to evolving needs.

Value for money is further reinforced through outcome-based commissioning, which targets investment at interventions with demonstrable effectiveness. Integrated IT systems and regular benchmarking using tools such as the Havering Proactive Care Dashboard and the ICB-commissioned Pathfinder tool enable holistic tracking of patient journeys, risk stratification, and identification of service gaps. Outcomes are measured against national metrics including emergency admissions and delayed discharges, as well as local priorities, ensuring interventions deliver tangible improvements and resources are focused where most needed.

Productivity is continually improved through the adoption of preventative and early intervention strategies, neighbourhood working, and holistic, community-based support. Investment in falls prevention, reablement, and admission avoidance schemes helps to reduce reliance on costly acute care. The expanded Rapid Response service, for example, achieved 80–90% compliance with the national two-hour target and processed 2,591 referrals in ten months, significantly preventing avoidable hospital admissions and supporting residents' independence. Similarly, Virtual Wards and the Home First model enable acute care and assessments to be delivered at home, reducing hospital stays and premature long-term care placements while promoting independence.

Productivity is further enhanced through workforce development, targeted staff training, and the adoption of multi-agency initiatives particularly within falls prevention and reablement. The system is strengthened by neighbourhood working and the development of the Integrator, which coordinates place-based service delivery, and population health management approaches that ensure interventions are targeted and effective. Regular benchmarking and the adoption of best practices underpin service improvement, with performance monitored through national and local metrics to ensure ongoing efficiency and high-quality care.

In summary, Havering Place, as part of NEL ICB, and Havering local authority have established rigorous mechanisms to ensure BCF-funded services are continually benchmarked, deliver value for money, and drive productivity. Through joint commissioning, outcome-based approaches, preventative and early intervention strategies, workforce development, and ongoing evaluation, they provide high-quality, efficient, and effective services tailored to local needs, supporting sustainable, person-centred care.

5. Please outline your robust joint governance for managing the expenditure of BCF funding, including assessing impact of funding, value for money and continuous improvement.

In Havering, robust joint governance structures ensure Better Care Fund (BCF) expenditure is managed transparently, efficiently, and focused on achieving the greatest impact while supporting continuous improvement. Strategic oversight is provided by the Havering Health and Wellbeing Board, responsible for sign-off and accountability, with additional scrutiny from the Havering Place Based Partnership, which monitors how BCF-funded initiatives benefit residents. Operational management is led by the Finance and Performance Group, bringing together representatives from across acute, community, social, and voluntary sectors to enable collaborative decision-making and resource allocation.

The Finance and Performance Group supervises BCF expenditure, ensuring alignment with shared priorities and value for money through detailed service development, strategic planning, and ongoing monitoring and review. This layered governance model enables partners to work collectively towards shared objectives and ensures BCF-funded services remain fit for purpose as local needs evolve.

Formal processes underpin the assessment of impact and value for money, including regular reviews, workshops, and benchmarking against national standards. Groups like the Havering Discharge Oversight Group and Discharge Improvement Working Group drive improvements in discharge, rehabilitation, and community care. System-wide workshops inform strategic approaches, such as evaluating the integrated discharge hub and developing targeted rehabilitation pathways.

Resource optimisation is achieved through pooled budgets, joint procurement, and integrated IT systems, supporting cost savings and improved outcomes. Outcome-based commissioning directs investment towards interventions with demonstrable impact. For instance, the Rapid Response Service was reviewed and expanded to meet increased demand, achieving 80–90% compliance with the national two-hour target and handling 2,591 referrals in ten months, successfully preventing unnecessary hospital admissions and supporting independence at home.

Performance is measured using both national metrics and local targets such as emergency admissions and delayed discharges developed through neighbourhood projects. Regular adjustment of plans ensures targets remain realistic and responsive to demographic changes, with particular attention to admissions for people aged 65 and over.

Continuous improvement is embedded in Havering's approach, with ongoing monitoring, evaluation, and stakeholder engagement central to service development. Data analytics are used to monitor patient outcomes and therapy use, informing decisions about resource allocation and workforce development. Flexible scheduling and frequent evaluations enable timely adjustments to maximise therapy capacity and care quality.

Stakeholder engagement is integral, with feedback from service users, carers, and community organisations actively shaping service design and delivery. Monthly coffee mornings for carers, for example, provide opportunities for co-production and inform strategies such as the Carers Strategy.

Examples of governance in action include the Community Reablement Service, which allows direct primary care access and aims to reduce emergency department attendance and long-term care admissions; and the Falls Prevention Strategy, developed collaboratively and reviewed monthly by the multi-agency Havering Falls Group. Integrated Neighbourhood Teams are overseen through regular meetings of the Havering Proactive Care and Integrated Neighbourhood Team Steering Group, ensuring system-wide coordination and effectiveness. Joint commissioning by local authority and ICB teams further strengthens service review and redesign.

In summary, Havering's joint governance framework provides strong oversight of BCF funding, driving efficiency, transparency, and continuous improvement to ensure high-quality, impactful care that meets the changing needs of the community.

SCHEDULE 8 – POLICY FOR THE MANAGEMENT OF CONFLICTS OF INTEREST

1. The Council and the ICB jointly recognise that each operates in a complex practice, policy and political environment and that from time to time this complexity could give rise to situations where the wider interests of one Partner may create an actual or perceived conflict of interest in respect of delivery of the Better Care Fund plan.
2. Both Partners also recognise that the complexity of the environment in which each operates means that it is incumbent on each Partner to ensure that in planning any investment or disinvestment decisions and/or policy or practice changes any potential impact on Better Care Fund plan delivery is considered and appropriate mitigation sought during the planning of change. In so doing, the Partners wish to reduce the likelihood of conflicts of interest arising inadvertently.
3. The Partners undertake to use best endeavours to minimise the risk of any such conflicts arising, and to minimise the adverse impact should such conflicts (actual or perceived) arise. At all times when addressing any actual or perceived conflicts the Partners will have due regard to the terms of this agreement, and the partnership approach underpinning it, and in particular to the General Principles set out in Clause 3.2 of the Agreement.
4. The Authorised Officers will, in the first instance, seek to resolve any actual or perceived conflict of interest that arises during the term of this Agreement through discussion. While this can be managed informally, a record of the actual or perceived conflict, and of the agreed means of resolving, should be kept by the Authorised Officers and reported to the next available Partnership Board meeting for noting.
5. In circumstances the Authorised Officers are unable to resolve the conflict of interest through informal discussion the Dispute Resolution procedure set out at Clause 23 of the Agreement shall be followed.
6. The Council recognises that its role as both Commissioner and Provider of services means that it is necessary to put additional safeguards in place to ensure transparency of decision making and to assure the ICB that the best interests of the Partnership are the primary consideration with regards to Better Care Fund plan delivery. In order to provide this assurance, the Council will:
 - 6.1 Ensure that at all times it is represented on the Partnership Board by at least one senior officer whose job functions are primarily Commissioning based, and who has no line management responsibility (or line management accountability to senior officers) for the delivery of Provider functions;
 - 6.2 Ensure at all times that Commissioning intentions or decisions agreed by the Partners, or made under delegated authority by the Pooled Fund Manager, are not communicated to Provider functions within the Council in advance of their formal communication to the relevant Provider or Providers by the Partnership.

SCHEDULE 9 – INFORMATION GOVERNANCE PROTOCOL

1. The Partners agree to comply with appropriate Information Governance Protocols.
2. Information Governance - including assurance of compliance with the Data Protection Legislation, alongside the requirements of the Caldicott Guardians for each Partner - is a key component of the Partnership board. Details of the Information Governance protocols in place to support the Programme can be obtained from NHS North East London ICB and London Borough of Havering.
3. In particular, NHS numbers will be used by the Council as the common identifier for individual recipients of services, and the council reaffirms its commitment to ensuring that all individual records held pursuant to discharge of its Community Care responsibilities include the individual's NHS number. For the purposes of Better Care Fund plan delivery, this commitment extends to individuals aged 18 and over whose services are being provided under the Children and Families Act 2014 and related legislation and regulations.
4. Each Partner needs to ensure that they achieve at least a Level 2 in their Information Governance Toolkit requirements.

SCHEDULE 10 - AGREED SCHEDULES AND SPECIFICATIONS FOR OTHER INDIVIDUAL NON- BETTER CARE FUNDS SCHEMES

The Individual Schedules do not fall under the Better Care Fund and are therefore subject to their own risk share arrangements as set out in their respective Scheme Specifications.

Part 1– Joint Commissioning Fund 26/27

The Partners have agreed to include the Joint Commissioning Fund as an additional fund into the Better Care Fund in accordance with the requirements set out in Schedule 1 in Table 2.

Overview

The Joint Commissioning Fund brings together resources from the Local Borough of Havering (LBH) and the Integrated Care Board (ICB) under the Better Care Fund. This integrated approach aims to enhance the commissioning and delivery of community-based wellness, empowerment, and dementia prevention services across the borough. The Fund supports collaborative working between health and social care partners, ensuring that services for older adults and those at risk of or living with dementia are co-ordinated, person-centred, and responsive to local need.

Key contracts under the Joint Commissioning Fund include the Ageing Well Community Wellness & Empowerment Service, the Living Well Community Wellness & Empowerment Service, and Dementia Prevention Services. Through this partnership, the Fund seeks to deliver improved outcomes, reduce duplication, and maximise the impact of available resources.

Purpose

The purpose of the Joint Commissioning Fund is to support and deliver a range of community wellness and empowerment services, alongside dementia prevention initiatives, for the residents of Havering.

The Fund specifically aims to:

- Provide health promotion and wellbeing activities tailored to improve physical health and emotional wellbeing.
- Foster community engagement and offer social activities to reduce isolation and build social networks.
- Support residents to maintain their independence in the community for longer.
- Empower individuals to maximise their potential and access necessary community resources and support.
- Deliver dementia prevention and pre-diagnostic support to individuals and their carers, including advice, information, and non-clinical support.
- Offer targeted training for carers to increase knowledge of dementia and facilitate access to support services and financial entitlements.

The Fund seeks to ensure that all commissioned services contribute to the borough's strategic objectives for integrated care, prevention, reduced health inequalities, and improved quality of life for vulnerable populations.

Metrics and Monitoring

The performance and impact of services commissioned under the Joint Commissioning Fund will be monitored using a suite of metrics aligned with agreed objectives and outcomes, including but not limited to:

- **Participation and Engagement:** Number of residents engaged in health promotion, wellbeing, and community empowerment activities.
- **Outcomes for Independence:** Percentage of service users reporting improved ability to live independently and maintain daily activities.
- **Social Isolation Reduction:** Measures of reduced loneliness or increased participation in community/social networks.
- **Empowerment Impact:** Service user feedback on feeling empowered to access information, resources, and make choices about their wellbeing.
- **Dementia Support:**
 - Number of individuals and carers supported through 'Waiting Well' and 'Supporting Well' offers.
 - Carer satisfaction, training attendance, and reported increase in dementia-related knowledge.
 - Number of people accessing post-diagnosis non-clinical support, and qualitative feedback on those services.
- **Financial Monitoring:** Regular tracking and reporting of spend against annual contract budgets, including breakdowns by LBH and ICB contributions.

- **Strategic Alignment:** Evidence of contribution towards local and national targets for prevention, early intervention, and improved health and wellbeing.

All commissioned services will be required to submit quarterly monitoring reports, including both quantitative data and qualitative feedback, to inform ongoing improvement and ensure accountability for outcomes and resources.

Financial Recharging Arrangements 2026/27

The ICB and Local Authority have agreed to fund schemes with the total funding contributions as follows:

Service / Description	Commissioning Lead	ICB Contribution	LA contribution
Ageing Well Community Wellness & Empowerment Service	LBH	*£136,859	£123,141
Living Well Community Wellness & Empowerment Service	LBH	£51,000	£149,000
Dementia Prevention Services	LBH	£208,000	£42,000
Total		£395,859	£314,141

*This is already in the BCF

1. North East London ICB Payables address below:

Or to upload invoices via Tradeshift / send invoice via email to sbs.apinvoicing@nhs.net

2. A purchase order must be raised by NEL ICB and provided to Local Authority to be used on Invoices once agreed funding splits have approved via the validation tools report.
3. Payment of invoices from suppliers should be paid within 30 days from the date of the invoice.
4. The Adult Social Care Discharge Fund will be created and managed as a pooled budget.
5. The Adult Social Care Discharge Fund is not part of the Better Care Fund and does not duplicate or add to the overall BCF between the ICB and the Local Authority however the use of the funding is aligned to the BCF.
6. For the avoidance of doubt the activities that are going to be supported by the Adult Social Care Discharge Fund relate specifically to the schemes below

Service/Scheme	1. Ageing Well Community Wellness & Empowerment Service
Commissioner Lead	LBH
Annual Budget 26/27	£260,000 (£123,141 LBH / *£136,859) <i>ICB contribution is already in the BCF</i>
Objectives	<ul style="list-style-type: none"> ▪ Health Promotion and Wellbeing Activities - The service will offer a range of health promotion and wellbeing activities tailored to improve the physical health and emotional well-being of residents. ▪ Community Engagement and Social Activities - The service will foster a sense of community and reduce isolation. ▪ Support for Independence - The service will help residents maintain their independence. ▪ Empowerment - The service will help residents maximise their potential and access necessary resources.

Service/Scheme	2. Living Well Community Wellness & Empowerment Service
Commissioner Lead	LBH
Annual Budget 26/27	£200,000 (£149,000 LBH / £51,000 ICB)

	<i>ICB contribution is from the MIND Meaningful activities contract (£51,000) which ends on 31/1/26 to align with the procurement. The funds are in the ICB base budget for Havering Place</i>
Objectives	<ul style="list-style-type: none"> ▪ Health Promotion and Wellbeing Activities - The service will offer a range of health promotion and wellbeing activities tailored to improve the physical health and emotional well-being of residents. ▪ Community Engagement and Social Activities - The service will foster a sense of community and reduce isolation. ▪ Support for Independence - The service will help residents maintain their independence. ▪ Empowerment - The service will help residents maximise their potential and access necessary resources.

Service/Scheme	3. Dementia Prevention Services
Commissioner Lead	LBH
Annual Budget 26/27	<p>£250,000 (£42,000 LBH / £208,000 ICB)</p> <p><i>ICB contribution is from the Alzheimer's society contract (£208,000) which ends on 31/1/26 to align with the procurement. The funds are in the ICB base budget for Havering Place</i></p>
Objectives	<ul style="list-style-type: none"> ▪ Waiting Well - The waiting well part of the service will act as a pre-diagnostic offer covering advice and information to people awaiting a diagnosis of dementia and their carers. ▪ Supporting Well - A training programme will be available to support the carers of people either awaiting a diagnosis or has been diagnosed with the aim of increasing carers' knowledge of dementia and to inform and empower them to access support services, financial benefits, and entitlements. ▪ Living Well - After diagnosis, the service will offer non-clinical, emotional support to dementia patients and their caregivers, ensuring they feel informed and confident about available services.

CABINET

Subject Heading:

Council Revenue and Capital Outturn Report 2025/26

Cabinet Member:

Councillor Sue Benjamins

SLT Lead:

Kathy Freeman
Strategic Director of Resources

Report Author and contact details:

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Policy context:

The report provides detail of the outturn position on Capital and Revenue for 2025/26 including the funding of the outturn and impact on reserves and balances

Financial summary:

This report includes:

- 2025/26 Revenue Outturn Position
- Analysis of Service variances to budget and mitigating corporate items
- Update on savings delivery in 2025/26
- Financing and impact on reserves and balances
- Capital Outturn position for 2025/26
- DSG Outturn Position
- HRA Outturn Position

Is this a Key Decision?

No

1. Executive Summary

- 1.1. This Report sets out the revenue outturn position for the Council and includes commentary on the variances to budget by service. The report also includes explanation of mitigating corporate items and explains how the outturn position will be financed.
- 1.2. The report also sets out the Capital outturn for 2025/26 compared to revised budget and explains the variances and capital achievements against the budget.
- 1.3. The table below sets out the final revenue outturn position of the Council which is a £37.7m overspend against the original budget without exceptional financial support. This table also provides a comparison to the Period 10 forecast which was submitted to cabinet in March

Table 1: Revenue Outturn 2025/26

Directorate	Revised Budget (m)	Final Actual (m)	Variance to Budget (m)	Period 10 Forecast Outturn (m)
Resources	30.0	30.0	0.0	0.5
People	200.2	196.5	(3.7)	3.3
Place	19.7	14.6	(5.1)	(3.3)
Corporate	24.7	1.0	(23.7)	(17.7)
Worst Case contingent budget	17.8	0.0	(17.8)	(17.8)
TOTAL	292.4	242.1	(50.3)	(35.0)
Capitalisation requirement	(88.0)	(37.7)		
TOTAL BUDGET	204.4	204.4	0.0	0.0
Settlement Funding Assessment	(40.1)	(40.1)	0.0	0.0
Council Tax	(164.3)	(164.3)	0.0	0.0
Total Funding	(204.4)	(204.4)	0.0	0.0

- 1.4. Further details of the reported departmental variances are set out in Section 4 of this report. There are then sections setting out the Corporate position, including Treasury management, HRA and Capital Outturn.

2. RECOMMENDATIONS

- 2.1. Councillors are asked to note the revenue outturn position for the Council and the financing of the overspend (section 7 of the report)
- 2.2. Councillors are asked to approve the Capital Outturn position for 25/26 as set out in section 9 of this report

- 2.3. Councillors are asked to note the outturn position for the Council's earmarked reserves and General balances as set out in section 6 of this report
- 2.4. Councillors are asked to note the write off of debt approved by the Strategic Director of Resources as set out in paragraph 5.4

3. BACKGROUND

- 3.1. The Council has had increasing difficulty in balancing its budget in recent years through a combination of sharply increasing demographic demand and unit costs and also underfunding from central Government over many years prior to the introduction of the fair funding review
- 3.2. The Council has no alternative but to set budgets using exceptional financial support as a balancing item. For 2025/26 the Council requested £88m of exceptional financial support to balance the budget based on a worst case scenario. The Council fully expected to be able to maintain spend within or below the most likely budget scenario of £70.2m but wisely agreed with the Government a higher figure to safeguard against further spikes in demand for Social Care and Housing Demand
- 3.3. The budget position has been reported to cabinet on a quarterly basis through the year culminating in this outturn report setting out the final position for the year. The Council has had tight spending controls in place for over two years in order to minimise the value of support required at year end. These controls have been strictly enforced over the last year resulting in the significantly improved position presented in this report
- 3.4. These actions have limited and reduced the spend of the Council culminating in the position set out in this report. The overspend however is an underlying budget gap and so therefore forms part of the 2026/27 requirement for further exceptional financial support. It should be noted that the medium term financial plan will be updated to reflect the ongoing impact of the improved position over the last quarter of 2025/26. The Government have introduced funding reforms from 2026/27 onwards which have provided a fairer distribution of grant based on current relative need. This has helped the Council's position from 2026/27 onwards but still leaves the Council far short of what it needs to balance the budget.
- 3.5. **Controls in place which have resulted in an improved outturn position**

- Recruitment board to review all proposed appointments

The Council has a board in place which meets weekly to review all service requests to recruit to new and currently vacant roles. Services are required to clearly set out why roles need to be filled and clearly demonstrate the benefit to the organisation or consequence if the recruitment does not take place. This process has resulted in services in some areas managing without the recruitment of additional staff which is reflected in the improved outturn position presented in this report.

- Review of all agency expenditure

The Council has worked hard over the last two years to significantly reduce the level of agency expenditure across the Council. This has been achieved through a systematic review of all project posts and a drive to recruit on a permanent basis to any post covered by agency workers. This has resulted in a significant reduction in agency costs across all areas with the exception of Starting Well who needed a large investment in staffing in to deliver the recommendations of the OFSTED improvement plan. That service is now working hard to increase percentages of permanent staff and reduce dependency on agency workers. The table below sets out the reductions in agency costs over the last two years by department

Table 2: Agency Expenditure 2023/24 to 2025/26

	2023/24 (m)	2024/25 (m)	% reduction	2025/26 (m)	% reduction
Resources	4.8	3.1	36%	1.6	49%
One Source Shared	2.3	2.0	12%	1.5	28%
Starting Well	7.1	11.0		10.8	2%
Ageing Well	1.7	1.6	6%	1.4	14%
Living Well	2.9	2.2	25%	1.3	38%
Place	7.9	7.1	10%	5.7	21%
Total Spend	26.7	27.0		22.2	

Agency spend across all Departments is down a total of £4.8m in 2026/27 due to the strict controls in place and is a leading contributor to the improved outturn position

- Review and reduction in the use of Purchase Cards

The Council has reviewed the use of all Purchase Cards over the last year to ensure they are only used where absolutely necessary. The review checked card controls such as single transaction limits, monthly caps, and limiting category codes to make sure cards are being utilised correctly

- Boards set up across departments to control and review spend

These control boards oversee expenditure for each department and ensure that spend is only undertaken where absolutely necessary. These boards have stopped all non essential spend and have contributed to the reductions in cost compared to budget shown in this outturn report

- Panels set up to review social care placements

Panels are in place to review all Social Care Placements. High-cost placements are regularly reviewed to agree pathways including possible stepdowns in care. The outcomes of these panels have delivered reduced costs across both Adult and Childrens social care. The panels consider the best and most cost-effective pathway for the user whilst meeting the Council's statutory duties. The effectiveness of these plans are reviewed regularly for high-cost placements to identify if any stepdown in care can safely be accelerated.

- Review of all service areas to identify in year savings and efficiencies

All departments are fully aware of the Council's financial situation and all officers are encouraged to limit spend and identify any efficiencies in their areas. This discipline has resulted in small underspends at outturn across many cost centres which have contributed to the more favourable outturn. A full review will be taken in the development of the 2026/27 budget to ascertain whether these underspends are one off or can be presented as ongoing budget savings

- Joint working with Health to ensure costs are appropriately shared

The Council continues to work very closely with our Health partners to deliver joint outcomes for users of the services. Part of that process from the Council's prospective is to review all costs incurred to ensure that all Health related costs are picked up by our partners.

- Review of existing and forthcoming contracts

The Council has undertaken a huge amount of work to improve and enhance its procurement process. The Council's procurement rules have been updated and adherence to these rules have enabled the Council to drive efficiency and secure the best contracts possible. The Council continues to develop its contract database to ensure forward planning of all its major contracts

4. REVENUE OUTTURN POSITION – SERVICE EXPENDITURE

- 4.1. This section sets out the service reported outturn position for 2025/26. The Council budget was set based on a most likely scenario which assumed that £70.2m of the Capitalisation directive would be required to balance the budget. The variances shown are from this base budget position.
- 4.2. Services closely monitored their budgets and this was reported to cabinet through the year at the end of each quarter. The table below shows the reported variances through the year culminating in the final outturn variance.

Table 3: Revenue variance by Service

DEPARTMENT	Forecast Variance Period 3 £m	Forecast Variance Period 6 £m	Forecast Variance Period 10 £m	Outturn Variance £m
Starting Well	0.2	0.6	(0.1)	(1.8)
Ageing Well	1.0	0.8	(0.1)	(1.7)
Living Well	3.8	5.7	3.5	(0.2)
TOTAL PEOPLE	5.0	7.1	3.3	(3.7)
Planning & Public Protection	(0.2)	(0.2)	0.1	(0.6)
Environment	(3.7)	(3.1)	(3.1)	(4.3)
Housing & Property	0.2	0.0	(0.3)	(0.2)
TOTAL PLACE	(3.7)	(3.3)	(3.3)	(5.1)
TOTAL RESOURCES	1.5	0.7	0.5	0.0
TOTAL DIRECTORATES	2.8	4.5	0.5	(8.8)
Corporate Budgets	(3.8)	(12.2)	(17.7)	(23.7)
Worst Case contingent budget	(17.8)	(17.8)	(17.8)	(17.8)
Exceptional financial support	88.0	88.0	88.0	88.0
EFS REQUIREMENT	69.2	62.5	53.0	37.7

- 4.3. The paragraphs below set out departmental commentary on the outturn variances . Further details on departmental variances including explanations of any variances from Period 10 can be found at **Appendix 2**.

- 4.4. **Resources Outturn Level Spent.** Resources outturn was on Budget, with minor cost pressures resulting from bailiff income shortfalls, loss of housing benefit subsidy income and an additional contribution to the Adults Social Care Change Programme from partnership budget being offset by the holding of Vacancies within several areas and the receipt of addition income into the Exchequer Services.
- 4.5. **People Outturn £3.7m Underspent.** The People Pillar continues to be a volatile service with costs responding to demand pressures and market conditions. The underspend in this area was driven by several factors that reflect the management actions taking place in this area to contain and reduce costs where possible.
- 4.6. Starting Well has seen a reduction in costs due to a combination of a reduction in staff costs, as staff vacancies are being held, ICB health contributions, reduced expenditure on Leaving Care & Section 17 due to management action around reviews and spending panel and further work on the maturity of forecasting and trend analysis. Reduced realised spend against forecast in Home to School transport and S17 Children in need spend has also led to the improved position.
- 4.7. Ageing Well continues to benefit from the implementation of a market strategy that has led to rate acceptance and agreement with providers increasing substantially. This combined with a steadier state of demand has reduced costs enabling the service to stay within budget. Each year the Council reviews and negotiates charges with its providers and this commissioning process is a key part of the Councils strategy in ensuring value for money for the Council.
- 4.8. Within Living Well Learning Disabilities has overspent by £1.95m, reflecting the impact of high-cost transition cases and increasing levels of client complexity. Complexity pressures continue to be an area of concern. This overspend has been offset by underspends in Temporary Accommodation that have resulted in the processing of backdated Housing Benefit Claims from 2024/25 being realised in year and the release of grant.
- 4.9. **Place Outturn £5.1m Underspent.** The Place Pillar underspend was primarily driven by increased income within Parking in the Environment Pillar primarily due to a Londonwide decision to increase PCN charges. The cross London Fee increases in penalty charges commenced in April 2025, post budget setting, generating additional income. There has also been a slight increase in the number of Penalty Charge Notices and Moving Traffic Contraventions issued. With other minor movements combining to generate a further £1.15m underspend in this area. Totalling £4.25m.
- 4.10. Planning also realised £0.4m of statutory fees income which is driving the net underspend £0.9m in this area caused by increased fees in 2025/26 and the receipt of several major planning applications and additional commercial income and the holding of vacancies saw an underspend of £0.2m against budget for Housing and Property.

4.11. Minor pressures such as the decreasing On-street and off-street Parking income and increases in running costs, such as camera maintenance, software and other minor variances across the Place Pillar have reduced the underspend position by £0.2m to £5.1m.

4.12 Delivery of Savings in 2025/26

4.12.1 In setting the 2025/26 budget the Council included £10.3m of revenue savings to be delivered. The majority of these savings were fully delivered as can be seen in the table below.

Table 4: Savings Delivery

Directorate	Savings Delivered (m)	Savings Delayed (m)	Savings not achieved (m)	Total (m)
People	2.8	1.9	0.7	5.4
Place	0.1	0.0	0.0	0.1
Resources	0.7	0.1	0.0	0.8
Corporate	3.4	0.0	0.5	3.9
	7.0	2.0	1.2	10.2

4.12.2 A number of savings however were not achieved and the resultant overspend is included within the revenue outturn position reported in this report. Some of these savings proposals are simply delayed and will be achieved in 2026/27 whilst others will not be delivered. These savings will be written out of the 2026/27 budget with departments asked to contain spend in a sustainable fashion within their assigned budgets in order to achieve this.

5 CORPORATE BUDGETS AND CONTINGENCY

5.1 The Council had a number of Corporate items which were reported during the year and by outturn had mitigated the budget position by £23.7m. These items had been identified through the year and were reported on in the quarterly monitoring reports. The year end position showed a further improvement primarily due to two specific items

- Release of Central Contingency (£1m)
- Review of the balance sheet clearing historic suspense items and unmatched goods receipted credits back to revenue (£4m)

These items are both one off benefits and so will not impact on the 2026/27 budget.

The table below sets out the Corporate variances at year end

Table 5: Corporate Budgets

	Revised Budget £m	Outturn £m	Variance £m
Corporate Contingency	1.0	0.0	(1.0)
Treasury Management	18.1	10.4	(7.7)
Contribution to Pension Fund	8.6	6.8	(1.8)
Returned Service Growth	0.0	(3.9)	(3.9)
Unutilised inflationary budgets	3.1	0.0	(3.1)
Release of contingent items	2.5	0.0	(2.5)
Corporate Savings	(2.7)	(2.2)	0.5
Other Corporate Budgets and central grants	(5.9)	(6.1)	(0.2)
Review of balance sheet items	0.0	(4.0)	(4.0)
TOTAL	24.7	1.0	(23.7)

5.2 Analysis of Corporate Budgets

5.3 The most significant corporate underspend related to treasury management. The table below breaks the underspend down into the four main areas all of which have recorded an underspend against budget

Table 6: Treasury Management underspend

Treasury Management	Budget (£m)	Outturn (£m)	Variance (£m)
Interest Payable	7.4	4.1	(3.3)
Minimum Revenue Provision	8.7	7.7	(1.0)
Interest Receivable including Regen Loans	(3.0)	(2.9)	0.1
MRP and Interest due on EFS	5.0	1.5	(3.5)
Total Treasury Management	18.1	10.4	(7.7)

5.3.1 The Council had been expecting to borrow to finance the capital programme during the course of 2025/26. There was some slippage in the capital programme and the Council was able to finance spend through internal borrowing which meant that further external borrowing was not needed for the general fund. This resulted in a significant underspend for 2025/26 but it should be noted that general fund capital internal borrowing still stands at over £240m at year end. It is highly likely therefore that further new external borrowing will be needed in 2026/27 both to finance that years capital programme but also to reduce the level of internal borrowing as those funds are needed for other purposes. This assumption has been built into the 2026/27 budget

5.3.2 The Minimum revenue provision budget (MRP) is set each February based on the projected Capital Financing Requirement (CFR) for the commencement of that financial year. The Outturn position for 2024/25 showed slippage in the final quarter resulting in a lower CFR and as a result a lower level of MRP needing to be set aside in 2025/26. This has resulted in a £1.1m underspend for 2025/26 which has been reported throughout the financial year.

5.3.3 The Council has a prudent policy of only budgeting for loan interest from Mercury Land Holdings (MLH) when the loan has actually been activated. New loans for Quarles and further working capital were taken out with the interest paid to the general fund resulting in a £0.5m underspend in the accounts. As these loans have now been activated the Council budget was adjusted for 2026/27 as part of the budget process to reflect this ongoing income

5.4 **Debt Write Offs**

5.4.1 The Council collects income during the year both for services provided including Social Care and also for Council Tax and Business Rates. The Council has a good track record of debt collection but inevitably given the scale of the collectable income a small proportion is written off each year. The Council maintains bad debt provisions for all categories of debt the value of which is calculated using an aged debtor analysis and the services experienced view of the likelihood of collection based on that data.

5.4.2 The Council has recently set up a debt board to monitor all income and debt collection. This board has cross party representation and already has received papers setting out current collection of debt. The board will review bad debt provisions and oversee debt write off where necessary.

5.4.3 In accordance with Part 3.3 of the Constitution, the Strategic Director of Resources has specific powers to write off sums which are irrecoverable provided that all write-offs are reported to cabinet.

Social Care Debt Write Off

- 5.4.4 The Council invoices over £18m each year to recipients of Adult Social Care support representing the client contributions they have been assessed as needing to make. The Council is successful in collecting the majority of this debt and many users have either direct debits in place to pay or have agreed a deferred charge on their property to meet their care costs.
- 5.4.5 The Council however has recently undertaken a full review of older debts to establish the likelihood of successfully either collecting the debt or securing a deferred charge. Each case has been individually considered and it has been concluded that a write off of £0.953m is required. All of these debts have been chased without success through the Council's collection process and as a result write off has been approved by the Strategic Director of Resources.

Parking Debt Write Off

- 5.4.6 The Council also has a number of parking penalty charge notices (PCN's) which are now several years old and have been through the full recovery process without success. The Council has increased traffic enforcement in recent years and now issues over 180,000 PCN's a year of which around 80% are paid. Inevitably however a number of tickets remain unpaid despite the Council making every effort to recover the debt. The main reasons for non-payment include deceased owner, non-registered keeper, cloned or stolen vehicles. It is proposed that a write off of £1.353m is made representing tickets for which there is little or no chance of recovery

6 EARMARKED AND GENERAL RESERVES

- 6.1 The Council holds general balances to mitigate against unforeseen risks. At the start of 2025/26 The Council held £15.2m in General Balances. The Council's budget included a £5m planned contribution to reserves which has resulted in general balances increasing to £20.2m. This is still below the Council's target of £25m and even this increase has only been possible due to the Council being able to utilise the capitalisation directive as discussed in Section 7 of this report.
- 6.2 The Council also holds Earmarked reserves which are set aside for specific time limited projects in the future. These reserves are reviewed regularly and if the reserves are no longer required they are either transferred to revenue or added to general balances.

The table below shows the 2025/26 outturn position on Earmarked Reserves:

Table 7: Earmarked Reserves

RESERVE TYPE SUMMARY	Opening Balance 25/26 (£m)	Outturn Position (£m)	Movement (£m)	Comment
Risk Mitigation Reserves	(16.8)	(22.2)	(5.4)	Addition to the Insurance and Business Rates Reserves
Contractual Reserves	(9.8)	(9.3)	0.5	Better Care Fund utilised
Internally Earmarked Projects	(13.4)	(16.8)	(3.4)	New Reserve Afghan Resettlement Programme
TOTAL	(40.0)	(48.3)	(8.3)	

6.2.1 As part of the year end process the Council made the following planned contribution to reserves.

- £3m contribution to the Rates Reserve. The deficit on collection fund for business rates was higher than originally projected and with the likelihood of a significant increase in future appeals following the latest revaluation it is prudent to contribute to this reserve to safeguard against future variances.
- £1.6m contribution to the Insurance Reserve. This contribution will take the Council to 95% coverage of proposed liabilities which is a prudent and sensible measure given the current level of uncertainty in this area.
- £0.5m contribution to the Public Health Reserve. For the last two years general fund activity which meets public health aims has been financed from the public health reserve to meet those aims and provide a general fund saving. This contribution will allow the Council to continue to fund activity currently financed in the general fund which delivers public health aims.
- Creation of a £2.7m reserve to fund the ongoing support the settlement of Afghan refugees. The Council has received grant funding for this purpose and whilst not ringfenced the Council has future obligations expected nationally in this area.

7 FINANCING THE COUNCIL'S REVENUE OUTTURN POSITION

7.1 The Council has put in strict spending controls in order to reach the final outturn position which will require utilisation of **£37.7m** of the capitalisation allowance available.

7.2 The Council requested and was granted a capitalisation directive of £88m for 25/26. In the CIPFA review undertaken following the 2024/25 Exceptional financial support (EFS) request it was made clear that the Council should prioritise maintaining and enhancing its reserves and balances position to ensure that the Council has sufficient funds to mitigate future risk. The utilisation of the capitalisation directive has allowed the Council to continue

to move towards this aim including increasing general balances by a planned £5m and contributing to new reserves to offset future one off planned spending. The Council will therefore utilise £37.7m of the capitalisation directive for 25/26 in order to mitigate the reported overspend

- 7.3 The financing of the EFS will largely be through raising the Capital Financing Requirement (CFR) and borrowing to finance the capitalisation. The Government has removed the 1% premium on borrowing for EFS and so when borrowing is undertaken it will be at normal Public Works Loan Board (PWLB) rates. The Council will need to set aside minimum revenue provision (MRP) over 20 years to finance the increase in the CFR. This has been provided for in the 2026/27 budget
- 7.4 The Council will review the Capital programme during the first few months of 26/27 to ascertain whether the programme is on track or whether there is slippage. Part of that review will also consider the capital receipts that are likely to be achieved during the year. The Council is aware of the risk relating to the financing of the Capital programme and reviews its reserves regularly to ensure there is additional funding to support the position should it be needed.
- 7.5 The Council has balanced the 26/27 budget using a further capitalisation directive and it under no illusion that if that if the majority of that directive were required then the Council will need to borrow to finance it. The Council has made a provision in its revenue budget for borrowing for the directive but will only borrow when the cashflow position dictates that that is necessary. The Council will also maintain tight spending controls to minimise spend and keep the budget under control.

8.0 HOUSING REVENUE ACCOUNT OUTTURN 2025/26

- 8.1 The Housing Revenue Account recorded a £4.3m underspend in 2025/26. The underspend position will increase HRA held balances at year end. There were a number of variances across the HRA which are shown in more detail in **Appendix 2** the most notable of which was a net underspend on treasury management of £3.9m and a reduction in costs through improved void turnaround times of £0.6m

9 THE CAPITAL PROGRAMME OUTTURN POSITION

- 9.1 In 2025/26, there was £135.353m of capital expenditure; this has resulted in notable capital outcomes, which are outlined below:
- The Highways Improvement Programme (HIP) has led to over 17.5 km of roads resurfaced, and 6.9 km of footways replaced
 - The opening of Riverstone House, a new facility to support young adults as they transition toward independent living, with on-site support and overnight facilities to ensure a safe and nurturing environment.
 - £2.3m has been spent on home adaptations in the borough to allow residents to continue living in their own homes instead of incurring expensive care costs
 - We have replaced 452 street lighting columns ensuring the borough is well lit at night and as safe as possible.

- Expenditure of £5.7m on building and enhancement works to our schools to ensure that our young adults have the appropriate facilities to maximise their education
- £1.7m has been spent as part of the Authorities commitment to build a brand-new, purpose built Special Educational Needs and Disabilities (SEND) school located in Gidea Park.
- The Council has invested over £7.8m in the Councils wholly owned development company Mercury Land Holdings which aims to increase the provision of housing supply in the borough.
- Spend of over £35m enhancing the Councils existing housing stock and ensuring properties continue to meet and exceed the Decent Homes Standard (DHS) a set of minimum technical and safety criteria for rented housing.
- In addition, over £31m has been spent purchasing additional properties within the borough to increase the number of properties owned by the Council.
- In 2025/26 alone the Council has spent over £24m on the 12 estates regeneration project, a joint venture aiming to deliver over 3,500 much-needed new homes across 12 existing housing sites within the borough
- The purchase of 29 vehicles for the Passenger Travel Service (PTS) providing accessible transport for vulnerable residents.
- £2.8m has been spent enhancing our IT infrastructure including the Havering Roadmap Programme which has delivered significant modernisation across the Council's technology estate, the modernisation of our staff telephony and the migration to the new Havering environment

9.2 Further details of the Capital Outturn can be found at **Appendix 1** to this report

10. DEDICATED SCHOOLS GRANT (DSG) OUTTURN

Schools Outturn.

- 10.1 Havering has 38 Maintained Primary and 1 Maintained Special Schools. Management of School Budgets are delegated to the Governing Bodies of those schools but they still form part of the Council's overall financial position.
- 10.2 Schools in Havering are facing a number of financial pressures at the moment as the funding available from the Department of Education has not kept pace with teachers and other staff pay and other cost increases. In addition the high proportion of children with special educational needs and the cost of providing support is an issue for a number of schools.
- 10.3 As a result the level of balances held by schools at the end of the financial year decreased from a total of £1.86m surplus to an overall deficit of £0.72m – a fall of £2.58m. Within this overall total there were 15 schools in deficit with a total of £6.3m and 23 schools in surplus with an overall total of £5.6m.
- 10.4 The Council has required all schools to produce a recovery plan to get back into balance within a defined timescale and will be working with Headteachers and Governors to ensure that this is achieved.

11 IMPLICATIONS AND RISKS

Financial Implications and Risks

The financial implications of the 2025/26 Outturn position are the subject of this report and are therefore set out in the body of this report. The underlying elements of the overspend have been fully incorporated into the 2026/27 budget but it should be noted that the 2026/27 budget is underpinned by a capitalisation directive of £77m. The Council will review the reasons for the favourable service variances in the final quarter and will adjust the 2026/27 service budgets for any ongoing underspends. The report also sets out the final Capital Outturn position and the end of year position on Balances and reserves.

The overspend has been financed by utilising the Capitalisation directive agreed with the Government for 2025/26. This has been financed by increasing the Council's Capital Financing requirement which will result in borrowing and repayment costs over the next 20 years

Legal Implications and Risks

Under S151 of the Local Government Act 1972 a local authority must make arrangements for the proper administration of its financial affairs.

The Council is required under s28 of the Local Government Act 2003 to review its budget calculations from time to time during the financial year and take appropriate action if there is any deterioration in its budget position.

Section 3 of the Local Government Act 1999, imposes a continuing obligation on the Council to "make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness." (This is the best value duty).. Monitoring the Council's financial position and reviewing performance information on a regular basis assists the authority in fulfilling that duty.

Human Resource Implications and Risks

There are no immediate Human Resource implications or risks arising from the report at this stage and any specific workforce impact is difficult to assess at the present time. However, any current or future savings proposals or changes to the funding regime that impact on staff numbers or job roles, will be managed in accordance with both statutory requirements and the Council's Organisational Change policy and associated procedures.

Equalities and Social Inclusion Implications and Risks

There are no immediate Equalities and Social Inclusion implications arising from the report.

APPENDIX 1 – CAPITAL MONITORING

1. CAPITAL MONITORING

1.1. The Capital programme for 2025/26 through to 2030/31 was agreed at Council in February 2025. The table below sets out the overall Capital Programme budgets by Directorate.

Summary of Existing Approved Capital Programme	Previous Year's Budget £m	2025- 26 Budget £m	2026-27 Budget £m	2027-28 + Budget £m	Total Budget £m
Ageing Well	2.558	0.962	0.000	0.000	3.520
Living Well	31.882	6.859	6.424	3.381	48.546
Starting Well	43.666	0.351	15.517	29.346	88.880
People	78.106	8.172	21.941	32.727	140.946
Environment	31.016	15.328	13.651	28.400	88.395
Housing & Property (GF)	64.470	55.617	106.458	184.349	410.894
Housing & Property (HRA)	431.333	173.486	141.031	508.943	1,254.793
Planning & Public Protection	0.683	0.306	0.770	0.000	1.759
Place	527.502	244.737	261.910	721.692	1,755.841
Customer Services	1.548	0.128	0.030	0.000	1.706
Finance	0.065	0.532	1.929	0.000	2.526
IT, Digital & Customer	3.450	6.678	1.783	0.000	11.911
Public Health	0.305	0.032	0.000	0.000	0.337
Resources	5.368	7.370	3.742	0.000	16.480
Grand Total	610.976	260.279	287.593	754.419	1,913.267

General Fund/HRA Split	Previous Years Budget	2025- 26 Budget	2026-27 Budget	2027-28 + Budget	Total Budget
General Fund	179.643	86.793	146.562	245.476	658.474
Housing Revenue Account	431.333	173.486	141.031	508.943	1,254.793
Total	610.976	260.279	287.593	754.419	1,913.267

2. Capital Outcomes

2.1. In 2025/26, there was £135.353m of capital expenditure; this has resulted in notable capital outcomes, which are outlined below:

- The Highways Improvement Programme (HIP) has led to over 17.5 km of roads resurfaced, and 6.9 km of footways replaced
- The opening of Riverstone House, a new facility to support young adults as they transition toward independent living, with on-site support and overnight facilities to ensure a safe and nurturing environment.
- £2.3m has been spent on home adaptations in the borough to allow residents to continue living in their own homes instead of incurring expensive care costs
- We have replaced 452 street lighting columns ensuring the borough is well lit at night and as safe as possible.
- Expenditure of £5.7m on building and enhancement works to our schools to ensure that our young adults have the appropriate facilities to maximise their education
- £1.7m has been spent as part of the Authorities commitment to build a brand-new, purpose built Special Educational Needs and Disabilities (SEND) school located in Gidea Park.
- The Council has invested over £7.8m in the Councils wholly owned development company Mercury Land Holdings which aims to increase the provision of housing supply in the borough.
- Spend of over £35m enhancing the Councils existing housing stock and ensuring properties continue to meet and exceed the Decent Homes Standard (DHS) a set of minimum technical and safety criteria for rented housing.
- In addition, over £31m has been spent purchasing additional properties from the market in order to meet urgent & complex family needs which otherwise would not be met, leaving the Council open to failing in its duty. These purchases resulted in a small but useful gain in housing stock and rental income." within the borough to increase the number of properties owned by the Council.
- In 2025/26 alone the Council has spent over £24m on the 12 estates regeneration project, a joint venture aiming to deliver over 3,500 much-needed new homes across 12 existing housing sites within the borough
- The purchase of 29 vehicles for the Passenger Travel Service (PTS) providing accessible transport for vulnerable residents.
- £2.8m has been spent enhancing our IT infrastructure including the Havering Roadmap Programme which has delivered significant modernisation across the Council's technology estate, the modernisation of our staff telephony and the migration to the new Havering

environment. This work will also give greater focus on improving the customer experience & tightening monitoring control.

3. 2025/26 Capital Outturn

3.1. The table below is a summary of the final outturn position for 2025/26 financial year.

Directorate / Service	Budget 2025/26	2025/26 Forecast Period 9	2025/26 Outturn	Variance between Period 9 Forecast and Outturn
	£m	£m	£m	£m
Ageing Well	0.962	0.047	0.000	(0.047)
Living Well	6.859	3.357	2.938	(0.419)
Starting Well	0.351	5.180	2.299	(2.881)
People	8.172	8.584	5.237	(3.347)
Environment	15.328	13.374	10.224	(3.150)
Housing & Property (GF)	55.617	35.934	22.836	(13.098)
Housing & Property (HRA)	173.486	100.142	93.761	(6.381)
Planning & Public Protection	0.306	0.390	0.377	(0.013)
Place	244.737	149.840	127.198	(22.642)
Customer Services	0.128	0.077	0.076	(0.001)
Finance	0.532	0.032	0.049	0.017
IT, Digital & Customer	6.678	5.156	2.790	(2.366)
Public Health	0.032	0.032	0.003	(0.029)
Resources	7.370	5.297	2.918	(2.379)
Total	260.279	163.721	135.353	(28.368)

3.2. Of the £260m approved Capital programme for 2025/26, capital expenditure was £135m. Senior Officers/Members are asked to note and approve the carry forward request of £125m. This will allow the completion of 2025/26 agreed projects in the 2026/27 financial year. Once agreed these ongoing projects will be added to the 2026/27 capital programme agreed by Members as part of the Medium-Term Financial Strategy (MTFS) in February 2026.

3.3. Financing - The Council finances its capital expenditure through a combination of resources both internal and externally generated. Each funding stream is considered in terms of risk and affordability in the short and long term. The current and future climates have a significant influence on capital funding decisions. As a result, the planned disposals and borrowing costs are kept

under regular review to ensure timing maximises any potential receipts or reduces borrowing costs.

3.4. The table below provides how the 2025/26 capital expenditure was funded:

Services	2025/26 Capital Expenditure £m	Financing				
		Capital Receipts £m	Revenue and reserves £m	CIL and S106 £m	Grants £m	Borrowing £m
General Fund (excluding Regeneration)	28.665	4.848	1.891	2.603	10.071	9.252
Regeneration	12.927	0.000	0.000	0.075	0.008	12.844
Total General Fund	41.592	4.848	1.891	2.678	10.079	22.096
HRA	93.761	22.536	11.479	0.000	15.230	44.516
Grand Total	135.353	27.384	13.370	2.678	25.309	66.612

4. Variance from Period 9 Forecasts

4.1 Forecasting of the capital programme is reported to senior management and Members on a quarterly basis and whilst all endeavour is made to ensure capital delivery is as planned, slippage and delays do naturally occur often for reasons beyond officer's control.

4.2 In 2025/26 there is a variance of £28.368m (as set out in table 3.1) between the period 9 forecast reported and the final outturn of £135.353m. Explanations for the key items of slippage are set out below.

4.3 PEOPLE

4.3.1 Ageing Well

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Ageing Well Other	0.962	0.047	0.000	(0.047)
Adults Social Care	0.962	0.047	0.000	(0.047)
Ageing Well	0.962	0.047	0.000	(0.047)

There are no significant areas of slippage within the Ageing Well service.

4.3.2 Living Well

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Adults Social Care - DFG	2.786	2.749	2.336	(0.413)
Adults Social Care - Other	0.331	0.273	0.168	(0.105)
Art & Culture	0.100	0.000	0.069	0.069
Libraries	0.786	0.005	0.018	0.013
Leisure SLM	0.792	0.000	0.000	0.000
Leisure Other	2.064	0.330	0.347	0.017
Leisure & Culture	6.859	3.357	2.938	(0.419)
Living Well	6.859	3.357	2.938	(0.419)

There are no significant areas of slippage within the Living Well service.

4.3.3 Starting Well

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Children's Social Care Programme	0.340	0.084	0.065	(0.019)
Children's Social Care	0.340	0.084	0.065	(0.019)
Education - Other	0.011	0.000	0.000	0.000
Schools	0.000	5.096	2.234	(2.862)
Education	0.011	5.096	2.234	(2.862)
Starting Well	0.351	5.180	2.299	(2.881)

Schools – Slippage of £2.862m

The school's slippage has predominantly been caused by delays in the procurement process and appointment of contractors for the SEND unit at Brittons Academy, Lime Academy expansion, the Harrow Lodge Primary Send unit and the expansion of Gidea Park. The spend has now slipped to 2026/27.

There has also been delays in the Emmanuel Community Free school on the Beam Park housing development where £600k of funding has yet to be paid over to the school as the works to build the nursery and SEND unit have not yet been started by the 3rd party.

4.4 PLACE

4.4.1 Environment

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Environment TfL	2.298	2.128	0.752	(1.376)
Highways & Street Lighting	10.287	10.027	8.269	(1.758)
Parking	0.109	0.109	0.015	(0.094)
Public Realm - Grounds Maintenance	0.014	0.014	0.014	0.000
Public Realm - Parks	1.213	0.980	0.763	(0.217)
Public Realm - Waste	1.407	0.116	0.411	0.295
Environment	15.328	13.374	10.224	(3.150)
Environment	15.328	13.374	10.224	(3.150)

Environment TfL – Slippage of £1.376m

The £1.376m underspend variance is due to a number of schemes not being delivered within the 2025/26 financial year, resulting in lower spend and reduced grant claims. All schemes are funded through TfL’s Local Implementation Plan (LIP), with funding claimed in arrears; therefore, only expenditure incurred is reimbursed and unspent budgets are not claimed.

The variance is mainly driven by:

- Delivery delays, including works at Gallows Corner, preventing completion of several schemes. TfL has agreed to carry this funding forward to 2026/27.
- Resourcing constraints, meaning some planned schemes were not delivered and funding was not claimed.

Highways & Street Lighting– Slippage of £1.758m

The £1.758m underspend variance within Highways & Street Lighting is primarily due to delays in programme delivery and the timing of expenditure falling into 2026/27. Delivery of the highways capital programme was significantly impacted by delays to the Gallows Corner works, and a wider network works embargo, resulting in a number of schemes being deferred to 2026/27. Ongoing uncertainty and late changes to the Gallows Corner programme also affected forward planning and delivery. TfL has approved the carry forward of affected schemes.

Developer-funded works will also continue into 2026/27 in line with scheme development and delivery timelines, with forecasts to be updated accordingly.

The Street Lighting underspend relates to delays in contractor-led condition surveys late in the year, resulting in expenditure falling into 2026/27.

In addition, lower spend on moving traffic enforcement cameras reflects a decision to rotate existing cameras rather than purchase new units. This approach will be reviewed in 2026/27 and forecasts updated as required.

4.4.2 Housing & Property – General Fund

Programme Area /Service/ Directorate	Budget 2025/26	2025/26 Forecast Period 9	2025/26 Outturn	2025/26 Variance
	£m	£m	£m	£m
Corporate Buildings	4.642	2.169	2.380	0.211
Health & Safety	0.015	0.015	0.000	(0.015)
Pre-Sale Expenses	0.322	0.078	0.069	(0.009)
Schools Building Maintenance	4.074	4.074	2.550	(1.524)
Schools Expansions	11.033	4.317	2.743	(1.574)
Vehicle Replacement	2.124	2.070	2.039	(0.031)
Housing Property & Assets (GF)	22.210	12.723	9.781	(2.942)
Inclusive Growth Programme	0.246	0.246	0.128	(0.118)
Inclusive Growth	0.246	0.246	0.128	(0.118)
Bridge Close (GF)	0.180	0.180	0.175	(0.005)
Mercury Land Holdings	24.153	12.915	7.803	(5.112)
Rainham & Beam Park	1.720	1.639	1.079	(0.560)
Regeneration Other	7.108	8.231	3.870	(4.361)
Regeneration TfL	0.000	0.000	0.000	0.000
Regeneration & Place Shaping (GF)	33.161	22.965	12.927	(10.038)
Housing & Property (GF)	55.617	35.934	22.836	(13.098)

Schools Building Maintenance – Slippage of £1.524m

£1.524m underspend overall due to two large projects being deferred, these being Scotts Primary SEN space and Newton's Primary MUGA facility (£0.8m underspend overall), and less unplanned maintenance spend than forecast in the school's conditions budget (£0.64m overall).

Schools Expansions – Slippage of £1.574m

Majority of underspend (£1.574m) attributed to planning delays in Balgores New Special School Project, with much of the planned 2025/26 spend being pushed into 2026/27.

Mercury Land Holdings – Slippage of £5.112m

The slippage reflects a delayed start on site at four schemes approved to start in 2025/26 (Peel Way, Albert Road, Dorrington Gardens and Keswick Avenue), plus slower than profiled progress at Priors Road and Quarles, which are under construction. The starts have run behind the P9 profile because business case approval and funding release took longer than the profile assumed. The spend reprofiles into 2026/27 within the existing MLH funding envelope.

Rainham & Beam Park – Slippage of £0.560m

The slippage is due to a delayed property acquisition which was confirmed through a Non-Key Executive Decision, but which has been bogged down in negotiations with the owner. The acquisition is still planned, and the funds carried over into 2026/27.

Regeneration Other – Slippage of £4.361m

Slippage of £5m on Phase 1 Farnham & Hildene commercial acquisitions which did not commence due to delay in confirmation of the GLA funding pushing back the project by several months. Once the GLA funding is in place the spend will accelerate during 2026/27. This is offset by accelerated spend on the Family Welcome Centre commercial unit which has ran ahead of the period 9 profile.

4.4.3 Housing & Property (HRA)

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
HRA Stock	81.243	66.389	66.996	0.607
Housing Property & Assets (HRA)	81.243	66.389	66.996	0.607
12 Estates	6.268	4.938	1.847	(3.091)
Bridge Close Acquisitions	18.511	4.240	2.127	(2.113)
Bridge Close Regeneration	0.412	0.400	0.308	(0.092)
HRA Regeneration	67.052	24.175	22.483	(1.692)
Regeneration & Place Shaping (HRA)	92.243	33.753	26.765	(6.988)
Housing & Property (HRA)	173.486	100.142	93.761	(6.381)

HRA Stock – Slippage of £0.607m

The slippage of £0.607m comprises a number of slipped projects offset by accelerated spend on other projects.

Key Slippages are as a result of professional support services (£1.2m) where numerous members of staff originally forecast to be capitalised were deemed to not meet the capitalisation criteria, and in environmental improvement works (£0.8m) where S20 leaseholder consultation was delayed meaning a delay in commencing the works on site.

Slippage also occurred largely around the HRA Affordable Housing Acquisition programme as prioritisation was switched to the GLA funding compliant acquisitions which had a corresponding accelerated spend against forecast.

12 Estates – Slippage of £3.091m

The project is behind schedule but is still progressing on site with spend now anticipated in 2026/27. The process of approving the valuation is likely to continue until the end of July and then the project will be back up to speed.

Bridge Close Acquisitions – Slippage of £2.113m

Slippage in the Bridge Close acquisitions is due to the HICC (Havering Islamic Community Centre) relocation arrangement being pushed to next year as discussions are ongoing.

HRA Regeneration – Slippage of £1.692m

This is largely around the HRA acquisitions programme with prioritisation placed upon the GLA acquisitions programme on the basis that this was grant funded.

4.4.4 Planning & Public Protection

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Enforcement	0.306	0.390	0.377	(0.013)
Planning & Public Protection	0.306	0.390	0.377	(0.013)
Planning & Public Protection	0.306	0.390	0.377	(0.013)

There are no significant areas of slippage within the Planning & Public Protection.

4.5 RESOURCES

4.5.1 Customer Services

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Cems & Crems	0.128	0.077	0.076	(0.001)
Bereavement & Registration Services	0.128	0.077	0.076	(0.001)
Customer Services	0.128	0.077	0.076	(0.001)

There are no significant areas of slippage within Customer Services.

4.5.2 Finance

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Contingency	0.500	0.000	0.000	0.000
Corporate Finance	0.500	0.000	0.000	0.000
Exchequer & Transactional Programme	0.032	0.032	0.049	0.017
Exchequer & Transactional	0.032	0.032	0.049	0.017
Finance	0.532	0.032	0.049	0.017

There are no significant areas of slippage within Finance.

4.5.3 IT, Digital & Customer

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
ICT Cloud Migration	1.644	1.644	1.187	(0.457)
ICT Modern Device Management	2.101	1.854	1.348	(0.506)
Transformation	2.933	1.658	0.255	(1.403)
IT, Digital & Transformation	6.678	5.156	2.790	(2.366)
IT, Digital and Customer	6.678	5.156	2.790	(2.366)

ICT Modern Device Management – Slippage of £0.506m

The focus on the disaggregation from Newham leading to a Havering specific Azure environment has deferred delivery of other schemes to 2026/27. Refurbishing more laptops rather than providing new equipment has also contributed to the variance against the period 9 forecast.

Transformation – Slippage of £1.403m

As part of this work, the services have developed and enhanced the CRM system and created numerous Power BI dashboards that increase operational efficiency and transparency around workloads and performance.

The variance is mainly due to £1m being ear-marked for projects that were to be funded in-year, but was not required during the year. In addition, the development of the digital strategy was undertaken in-house and therefore additional costs were not incurred. and some of the digital projects were put on hold in favour of other priorities e.g. creating the sovereign IT service for Havering.

4.5.4 Public Health

Programme Area /Service/ Directorate	Budget 2025/26 £m	2025/26 Forecast Period 9 £m	2025/26 Outturn £m	2025/26 Variance £m
Insight, Policy & Strategy	0.032	0.032	0.003	(0.029)
Insight, Policy & Strategy	0.032	0.032	0.003	(0.029)
Public Health	0.032	0.032	0.003	(0.029)

There are no significant areas of slippage within Public Health service.

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Haverling
LONDON BOROUGH

Appendix 2 Revenue Outturn Financial Year ending 31st March 2026

1. [Overall Position](#)
2. [Savings summary](#)
3. Pillar Detail

[People](#)

- Ageing Well
- Living Well
- Starting Well

[Place](#)

- Environment
- PPP
- Housing Operations, Assets and Property

[Resources](#)

- Resources Non-Shared
- One Source

4. Corporate Budgets

[5.Dedicated Schools Grant \(DSG\)](#)

[6.HRA](#)

High Level Summary

The final outturn position for the Council was total net expenditure of £242.11m which is £37.7m over the available funding necessitating the use Exceptional Financial Support. However, this is £50.3m less than was assumed in the budget.

TOTAL NET	Revised Budget 2025-26	Outturn Actuals	Outturn Variance to Revised Budget	Forecast Variance P10	Outturn Variance compared to P10 Forecast
TOTAL NET	£m	£m	£m	£m	£m
PEOPLE	200.22	196.50	(3.72)	3.34	(7.06)
PLACE	19.74	14.68	(5.06)	(3.37)	(1.69)
RESOURCES	30.02	30.03	0.01	0.52	(0.51)
TOTAL SERVICE DIRECTORATES	249.98	241.21	(8.77)	0.49	(9.26)
Corporate Budgets	24.61	0.90	(23.71)	(17.70)	(6.01)
Worse Case Contingency Release	17.80	0.00	(17.80)	(17.80)	0.00
TOTAL COUNCIL REVENUE	292.39	242.11	(50.28)	(35.01)	(15.27)
Council Tax Business Rates and RSG	(204.39)	(204.39)			
Exceptional Financial Support	(88.00)	(37.72)			
TOTAL NET	0.00	0.00			

Expenditure on front line services has been successfully held under the budget including in those services facing demographic and demand pressures. This has been through a combination of in year mitigations and actions to drive down and contain costs as well as maximise income. In addition, there are several key underspends in Centrally held budgets, which is enabling the Council to contain its expenditure within budget.

However, as outlined above the Council is still spending above its available funding and relying on Exceptional Financial Support.

The final outturn position for the Council was total net expenditure of £242.1m which is £37.7m over the available funding necessitating the use of Exceptional Financial Support. However, this is £50.3m less than was assumed in the budget.

The Services have managed to contain their spend within budget, with both the People and Place Pillars underspending against budget. This combined with Corporate Budgets coming in significantly under budget has enabled the Council to only utilise £37.7m of Exceptional Financial Support against a worst case of £88m. This is due to a combination of management actions and strong financial stewardship, with the Council focusing on containing or driving down costs where possible.

In the People arena a combination of implementing a market strategy that has been largely accepted with steadier rates of demand in Adult Social Care has enabled an underspend. Maintaining vacancies and driving down costs with introductions of panels as well as maximising contributions from other bodies such as the ICB has driven an underspend in Starting Well. Living Well continues to be an area of pressure with Learning Disability placements being volatile and high costs. Work has focused on transitions which is a key area for cost containment. Temporary Accommodation also remains a risk area despite the underspend due to the underspends being one offs from backdated Housing Benefit income due from 2024/25 realised in year and one-off grants.

Place have seen a c£1.7m underspend against budget. This has been primarily driven by increased Parking income following the Londonwide increase in Penalty charge notices and moving traffic contraventions fees from April 2026. There has also been increased planning income and a combination of underspends in staffing in Housing and Property and additional income from Rainham Beam Park and Passenger Transport commercial activity.

Resources has come in approximately on budget, with a positive movement from PD10 to Outturn. This was driven by the holding of vacancies and the identification of additional income from external sources, such as grants and other Local Authorities.

Final Position on 2025/26 Savings	Achieved £m	Delayed to 26/27 £m	Not Achieved £m	Total £m
People	2.780	1.926	0.706	5.412
Place	0.070	0.000	0.027	0.097
Resources	0.735	0.065	0.000	0.800
Corporate	3.445	0.000	0.500	3.945
Total Savings	7.029	1.992	1.233	10.254

- There are delayed People savings relating to Foster Carer Recruitment, new Supported Living and Temporary Accommodation including the Family Welcome Centre and some further potential savings in Adult Social Care from targeted reviews and transition planning.
- However some People activity has taken place but may not now be expected to deliver fully cashable savings. Instead it may be contributing to demand management and cost avoidance. This includes Reablement.
- The unachieved saving in Place relates to the Voluntary Sector rental contribution and will require a formal policy change.
- The Corporate savings show a shortfall of £0.5m. This relates primarily to the Business Rate Pool with LBBD and Thurrock. The Pool did generate a benefit to the authority of around £0.8m but this was lower than the original forecast of £1.2m at the inception of the pool

PEOPLE Summary

The People Strategic Directorate Outturn is (£3.72m) under budget. This is an improvement of (£7.06m) from Period 10. The People Pillar has been a significant driver of financial pressure for the organisation due to the volatile nature of the demand that can come into the service and the market conditions of the sector.

PEOPLE

	Revised Budget 2025- 26	Outturn Actuals	Outturn Variance to Revised Budget	Forecast Variance P10	Outturn Variance compared to P10 Forecast
PEOPLE	£m	£m	£m	£m	£m
People - Starting Well	82.88	81.02	(1.86)	(0.13)	(1.73)
People - Ageing Well	61.65	59.99	(1.66)	(0.08)	(1.58)
People - Living Well	55.69	55.49	(0.20)	3.55	(3.75)
TOTAL PEOPLE	200.22	196.50	(3.72)	3.34	(7.06)

Starting Well has seen a reduction in costs due to a combination of a reduction in staff costs, as staff vacancies are held, ICB health contributions, reduced expenditure on Leaving Care & Section 17 due to management action around reviews and spending panel and further work on the maturity of forecasting and trend analysis. Reduced realised spend against forecast in Home to School transport and Troubled Families has also led to the improved position.

Ageing Well continues to benefit from the implementation of a market strategy that has led to rate acceptance increasing substantially. This combined with a steadier state of demand is bringing the spend in line with budget.

Within Living Well Learning Disabilities has overspent by £1.95m, reflecting the impact of high-cost transition cases and increasing levels of client complexity, despite adding in £4.9m of growth. Complexity pressures continue to be an area of concern. This overspend has been offset by underspends in Temporary Accommodation that have resulted in the processing of backdated Housing Benefit Claims from 2024/25 being realised in year and the release of grant.

Place has an Outturn position of **(£5.060m)** underspend, a **(£1.690m)** movement in the right direction against the Period 10 position.

PLACE	Revised Budget 2025-26	Outturn Actuals	Outturn Variance to Revised Budget	Forecast Variance P10	Outturn Variance compared to P10 Forecast
PLACE	£m	£m	£m	£m	£m
Place - Planning & Public Protection	4.98	4.39	(0.59)	0.09	(0.68)
Place - Environment	12.78	8.53	(4.25)	(3.20)	(1.05)
Place - Housing & Property	1.98	1.76	(0.22)	(0.26)	0.04
TOTAL PLACE	19.74	14.68	(5.06)	(3.37)	(1.69)

Planning & Public Protection (£0.590m) underspend against budget, driven by **(£0.410m)** of statutory fees income which is driving the net underspend **(£0.865m)** in this area caused by increased fees in 2025/26 and the receipt of several major planning applications. Minor underspends against budget in Development Planning and Enforcement have contributed to offsetting overspends in Public Protection and contributed to the overall underspend.

Environment (£4.250m) of the overall underspend is driven by Environment **(£3.100m)** from Parking income. This is the result of a London wide fee increase that was agreed in April 2025, minor increases in the volume of PCNs and MTC, vacancies being help at the beginning of the year offsetting decreasing On-street and off-street Parking income and increases in running costs, such as camera maintenance, software. Minor variances across the other areas with Environment combine to make the remainder.

Housing and Property (£0.220m) underspend. Commercial Portfolio £0.355m overspend has been offset by underspends in the remaining areas within Housing and Property to drive a **(£0.220m)** underspend. Underlying reasons are Commercial income from Rainham Beam Park and Passenger Transport commercial activity; vacancies being held within the service and the UKSPF grant being utilised within Inclusive Growth for Hornchurch BID.

RESOURCES and oneSource Summary

Outturn £0.01m overspent, an improvement of (£0.5m) from Period 10.

Resources	Original Budget 25/26	Revised Budget 2025-26	Outturn Actuals	Outturn Variance to Revised Budget	Forecast Variance P10	Outturn Variance compared to P10 Forecast
	£m	£m	£m	£m	£m	£m
Resources - Public Health	(2.27)	(0.12)	(0.12)	0.00	0.00	0.00
Resources Non-Shared LBH	1.18	1.37	2.06	0.69	0.32	0.37
Resources - HR & OD	2.43	2.62	2.53	(0.09)	0.02	(0.11)
Resources - Customer Services Transformation & IT	0.62	4.06	4.13	0.07	0.18	(0.11)
Resources - Finance	6.04	6.57	6.56	(0.01)	(0.26)	0.25
Resources - Communication	0.79	0.86	0.87	0.02	0.02	0.00
Resources - Partnerships	0.51	0.85	1.13	0.27	0.04	0.23
oneSource Cost Share LBH Adjustment	12.20	10.86	10.18	(0.68)	0.20	(0.88)
Resources - Public Health - Non Grant	3.02	2.95	2.68	(0.26)	0.00	(0.26)
TOTAL RESOURCES	24.52	30.02	30.02	0.01	0.52	(0.51)

The Period 10 forecast reported an overspend of £0.52m. The final outturn position of £0.01m overspent represents a favourable movement £0.51m.

The variances within the outturn predominantly are made up of :

- £0.30m loss of housing benefit subsidy paid to residents in non-commissioned exempt accommodation; and
- £0.14m bailiff enforcement income shortfall against target – the net surplus is £0.40m against a £0.54m target.
- £0.27m overspend on the Partnerships budget is due to additional resources required to support the Supported Accommodation commissioning arrangements
- (£0.26m) vacancies within the Insight, Policy and Strategy Service
- (£0.34m) additional grants and other local authority funding received for Exchequer Services.
- (£0.11m) minor underspends inked to vacancies across the Directorate

CORPORATE	Revised Budget 2025-26 £m	Actual 2025/26 £m	Outturn Variance £m	Variance at P10 £m
Treasury Management and Capital Financing	18.2	10.4	-7.8	-6.8
Pension Fund Contributions	8.5	6.7	-1.8	-1.8
Concessionary Fares	7.3	7.2	-0.1	-0.1
Levies	18.8	18.8	0.0	0.0
Returned service growth – food waste	3.9	0.0	-3.9	-3.9
Grant Income held Corporately	-43.3	-43.3	0.0	0.0
Contingency and contribution to general reserves	6.0	2.6	-3.4	-2.4
Other Corporate Budgets	5.2	2.5	-2.7	-2.7
Balance sheet review suspense and goods receipting	0.0	-4.0	-4.0	-0.0
TOTAL CORPORATE	24.6	0.9	-23.7	-17.7

Minimum Revenue Provision (GF Underspend £1.1m)

The Council sets its Capital financing budgets each February based on the latest forecast of capital expenditure at that time. The MRP for 2025/26 is calculated using the Capital Financing Requirement as at 31st March 2025. As there was capital slippage between budget setting and outturn there is an underspend of £1.1m on the MRP budget for 2025/26

Budgeted contribution to reserves not required in 2025/26 (GF Underspend £0.28m)

Within the Capital financing budgets there is a planned contribution to reserves of £0.28m. The adequacy of capital reserves was reviewed at year end for 2024/25 and it was concluded that the reserves were sufficient that this contribution was not needed in 2025/26.

Regeneration Income on MLH Loans (GF Underspend £0.6m)

The Council budgets for income due on known loans from MLH. The Council received £0.6m of income above that budgeted due to interest due on the working capital loan to MLH

Reduction to the borrowing cost for EFS and General Borrowing (GF Underspend £6.1m)

The Council has used internal borrowing to delay the need for external borrowing for both EFS and general Capital spend resulting in a GF underspend. The final position improved by £1m at year end from P10 through further use of internal borrowing

Contributions to the pension fund: (GF underspend £1.8m)

In advance of the next actuarial review the actuary has indicated that the Council can reduce its past fund contribution in 2025/26 by £2.0m. This contribution reduction will be split between the HRA and the general fund with a reduction to the General Fund of approximately £1.8m

Food Waste (GF Underspend £2.1m)

Food waste collection rollout is now forecast to commence in 2026/27 resulting in a saving to the planned budget IN 2025/26

Returned Growth from Services (GF Underspend £1.8m)

A review of service budgets identified growth which could be returned to the Corporate centre and presented as an underspend

Concessionary Fares (GF Underspend £0.15m)

Concessionary fares are set each December at a meeting of London Council's technical committee. In March after the Council had set its budget it was announced the Councils would receive a rebate of concessionary fares of £0.15m for 2025/26

Release of Contingent Items (GF underspend £3.7m)

The Council holds contingent budgets in relation to Business Rate underindexation and IT. These budgets will not be needed in 2025/26 and have also been released on an ongoing basis as part of the 2026/27 budget process

General Contingency (GF Underspend £1.0m)

The Council's general contingency was released at year end to support the outturn position

Balance Sheet Review (GF Underspend £4.0m)

As part of the outturn process the Council undertook a balance sheet review and identified £0.5m of historic suspense items and £3.5m of unmatched historic unmatched receipted items. These items have been written back to revenue to support the Council's outturn position

Dedicated Schools Grant (DSG) Summary

£32.235m Overspend 16.4% of Budget

DSG Block	Budget	Expenditure	Variance	%
Schools block (£s)	98.997	98.743	(0.254)	-0.3%
Central school services block allocation (£s)	1.912	1.872	(0.040)	-2.1%
High needs block allocation (£s)	43.478	78.315	34.837	80.1%
Early years block (£s)	52.188	49.910	(2.278)	-4.4%
Additional grants			(0.029)	
Total	196.575	228.840	32.235	16.4%

The material variance within the DSG is in the DSG High Needs Block. Havering is the least well funded in London yet has been seeing a very significant rise in the numbers and also complexity of children with Special Educational Needs (SEND.) The DSG is a ringfenced line within the Council's reserve which now stands at £69m total deficit (including this year's overspend.)

The Department for Levelling Up, Housing and Communities (DLUHC) regulations has extended the **Statutory Override for DSG until the end of financial year 2027-28**, as part of the phased transition process as part of the SEND reforms. In the Final Local Government Settlement they announced a High Needs Stability Grant that would cover 90% of the accumulated deficit, which is dependent on the LA's SEND Reform Plan being approved in this financial year. However, the remaining 10% will require a local contribution to be made at an unspecified time. This is forecast to be £6.9m should the plan be approved by the DfE.

Housing Revenue Account – £4.34m underspent

Outturn (**£4.34m**) underspend.

Items	2025/26 Budget (£M)	2025/26 Forecast (£M)	2025/26 Variance (£M)
Dwelling Rents	(62.436)	(62.583)	(0.146)
Service Charges - Tenants	(8.250)	(8.555)	(0.305)
Service Charges - Leaseholders	(3.483)	(4.258)	(0.776)
Other Income	(0.586)	(0.938)	(0.352)
Interest Receivable	0.00	(4.917)	(4.917)
Total Income	(74.755)	(81.251)	(6.495)
Repairs and Maintenance	14.876	14.999	0.123
General Management	24.715	26.362	1.647
Special Services	3.075	3.644	0.569
Other Expenditure	3.515	3.156	(0.359)
Interest Payable	17.033	18.101	1.070
Depreciation	10.877	10.833	(0.044)
Bad Debt	0.665	(0.185)	(0.850)
Total Expenditure	74.755	76.911	2.155
HRA – (Surplus)/Pressure	0.000	(4.340)	(4.340)

The Outturn variance of (**£4,463m**), is due to the interest from a Bridge Close loan (**£0.372m**), HRA Interest on balances (**£4.542m**), lower void loss than budgeted of (**£0.629m**), communal utility bills (**£0.161m**), less Bad Debt Provision required (**£0.850m**), higher RTB completions expected (**£0.224m**), the Tenant Incentive Scheme (TIS) (**£0.050m**), the Insurance recharge less than budget (**£0.110m**), not using the Savills stock assessment tool (**£0.034m**), court costs (**£0.119m**), income from licenses (**£0.040m**), Utility Meter Checking post no longer required (**£0.050m**), revised forecast on the Gutters and Drains expenditure (**£0.052m**), lower bed and breakfast costs for displaced tenants (**£0.042m**), void repair costs less than expected (**£0.067m**), staffing underspends (**£0.523m**), Contact Centre recharge (**£0.209m**), Leaseholder Major Works contributions (**£0.844m**), IAS19 Adjustments (**£0.100m**), ground maintenance & refuse collection underspends (**£0.470m**).

This has been partially offset by the cost of the Housing Replacement IT System £0.490m and an increase in Hostel costs £0.433m, the cost of HRA borrowing being higher than the budget by £1.069m, a Revenue Contribution to Capital Outlay charge of £1.733m at year end and a Park Rise Impairment of £1.3m.

The change from Period 10 of (£2,864m) is largely due to an increase in interest received (**£3,814m**), higher borrowing costs £1,965m, a further reduction in void costs (**£0.329m**), a lower bad debt charge by (**£0.585m**), a year end RCCO charge of £1.733m, the Contact Centre recharge being less than the budget by (**£0.209m**), leaseholder major works contributions of (**£0.844m**), grounds maintenance and refuse charges being less than the budget by (**£0.470m**) and a Park Rise Impairment of £1.423m.