

## Notice of Non-Key Executive Decision

<b>Subject Heading:</b>	Permission to end the Floating Support Service contract six months early.
<b>Decision Maker:</b>	Barbara Nicholls, Strategic Director of People
<b>Cabinet Member:</b>	Councillor Ford, Cabinet Member for Health and Social Care Services
<b>ELT Lead:</b>	Barbara Nicholls, Strategic Director of People
<b>Report Author and contact details:</b>	Faith Nare, Commissioner –Live Well <a href="mailto:Faith.nare@havering.gov.uk">Faith.nare@havering.gov.uk</a>
<b>Policy context:</b>	The Adult Social Care and Support Planning Policy states that Havering's vision is:  'Supporting excellent outcomes for the people of Havering by helping communities to help themselves and targeting resources and interventions to encourage independence'.
<b>Financial summary:</b>	The Current Contract value is £629,238.00.  <b>Year 1</b> - £366,286.00 <b>Year 2</b> - £302,952.00  Ending the contract six months early would generate a total cost saving to the Council of £151,476.00.
<b>Relevant Overview &amp; Scrutiny Sub Committee:</b>	People's Overview & Scrutiny Board
<b>Is this decision exempt from being called-in?</b>	Yes, It is a Non Key Decision by an Officer

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**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

## **Part A – Report seeking decision**

### **DETAIL OF THE DECISION REQUESTED AND RECOMMENDED ACTION**

This decision paper seeks approval from the Strategic Director of People to end the Floating Support Service contract with Peabody Trust, six months earlier than scheduled on the 31<sup>st</sup> of January 2026 instead of the 31<sup>st</sup> of July 2026.

### **AUTHORITY UNDER WHICH DECISION IS MADE**

The Havering Constitution:

Scheme 3.3.3 Powers common to all Strategic Directors

1. General:

1.1 To take any steps, and take any decisions, necessary for the proper management and administration of their allocated directorate, in accordance with applicable Council policies and procedures.

### **STATEMENT OF THE REASONS FOR THE DECISION**

#### **Background**

The London Borough of Havering (LBH) currently commission a range of prevention services for adults most of which end on the 31<sup>st</sup> January 2026. One of these services is the Floating Support Service which currently expires on the 31<sup>st</sup> July 2026.

The Floating Support Service provided by Peabody Trust provides generic floating support service to vulnerable individuals aged 16 and older, helping them maintain independence and prevent costly care interventions. This service maximises existing, and community resources and fulfils the Council's duties under the Care Act 2014 to help vulnerable people remain safe in the community.

The service offers a wide range of functions including housing-related support, crisis intervention, skills development, health and wellbeing promotion, and social inclusion. It also supports access to employment, education, and community resources. Delivered through a flexible, person-centred approach, the service works in partnership with statutory and voluntary agencies to ensure coordinated care.

#### **New Prevention Approach**

Our vision is to create an integrated and holistic approach to adult social care that prioritises the well-being of individuals and communities alike. By championing proactive health measures and fostering a culture of collective responsibility, we aim to empower every individual to achieve their fullest potential in health and life.

The Living Well Community Wellness & Empowerment Service in Havering which will take effect from the 1<sup>st</sup> February 2026 aims to enhance the quality of life for residents by addressing a wide range of needs, including physical disabilities, mental health conditions, autism, and more. With tailored exercise programs, various social engagement events, and a focus on employment support, the service promotes overall wellness and combats loneliness and isolation.

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Educational workshops on health literacy, financial planning, and technology use empower residents with the knowledge and skills necessary for independent living.

The initiative is expected to lead to significant positive outcomes, including increased life satisfaction and happiness, reduced healthcare costs, and prolonged independent living for residents. By preventing chronic illnesses, offering employment support, and providing early intervention and personalized support, the service alleviates the burden on the healthcare system and ensures that residents receive the appropriate level of care and support. Furthermore, intergenerational activities and community events foster a sense of community cohesion and mutual support among residents.

### **Decision to Seek Early Termination**

The decision to seek early termination of the Floating Support Service is based on our commitment to delivering more integrated and effective support through the new Living Well Community Wellness and Empowerment Service. Continuing the existing service until its original end date of 31<sup>st</sup> of July 2026 would result in unnecessary duplication and potential confusion as it would not align with the new model of service delivery.

Importantly, service users will not experience any negative impact as a result of the early termination. The proposed end date of the Floating Support Service has been carefully planned to coincide with the launch of the new Living Well Community Wellness and Empowerment Service. This will ensure a smooth and seamless transition with no gaps in the support or disruption to individuals currently receiving assistance.

Additionally, this approach simplifies processes, reduces fragmentation in commissioned contracts and allows us to establish clear, a robust contractual arrangement from 1<sup>st</sup> of February 2026. Ultimately, requesting this decision enables us to optimise resources, support quality of care, and safeguard the interests of the service users as we move towards a more integrated and effective prevention model

The Council's ability to seek early termination of the contract is supported by a specific provision found in Schedule 1 Optional Clauses under the heading "No Fault Termination":

#### **Clause 3: No Fault Termination**

*"Without limiting its other rights or remedies, the Parties may terminate this Agreement by giving the other party minimum six months' written notice".*

The clause provides clear and valid mechanism for either party, including the Council to terminate the Agreement early without the need to establish fault or breach, the only requirement being that six months' written notice must be provided.

This clause gives the Council a lawful and transparent basis for ending the contract early in a manner that is fair and compliant with the terms of the agreement. By invoking the No Fault Termination clause, the Council can proceed with the early termination without the need to evidence any breach by the provider. The Clause further serves as a key contractual safeguard ensuring that early termination is both procedurally sound and operationally justifiable.

### **Recommendation**

It is recommended that the Strategic Director of People approves the early termination of the Floating Support Service contract with Peabody effective 31<sup>st</sup> of January 2026 to enable alignment with and transition into the new Living Well Community Wellness & Empowerment Service.

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### **OTHER OPTIONS CONSIDERED AND REJECTED**

#### **Option 1 - Do Nothing**

There is the option to take no further action and allow the Floating Support Service contract to run to its scheduled end date of 31<sup>st</sup> of July 2026, however this option is not advised as it would result in lack of alignment with the introduction of the new Living Well Community Wellness & Empowerment Service. Delaying the transition would risk service disruption, operational inefficiency and missed opportunity to fully integrate services at an early stage and increase the risk of duplication of services.

Moreover, the Council does not have the financial capacity to run both the existing Floating Support Service and the new Living Well Community Wellness & Empowerment Service concurrently. Operating both services alongside each other would require unsustainable resourcing and result in fragmentation rather than consolidation of preventative services.

Therefore, this option has been rejected on the basis of financial impracticality, operations inefficiency and potential negative impact on the new Living Well Community Wellness & Empowerment Service.

### **PRE-DECISION CONSULTATION**

None

### **NAME AND JOB TITLE OF STAFF MEMBER ADVISING THE DECISION-MAKER**

Name: Faith Nare

Designation: Commissioner – Live Well

Signature: *F Nare*

Date: 09/07/2025

## **Part B - Assessment of implications and risks**

### **LEGAL IMPLICATIONS AND RISKS**

The Peabody contract for Floating support contains termination for convenience allowing the contract to be terminated on 6 month's written notice. Termination is therefore permissible.

As set out in this report, officers have confirmed that the redesigned Living Well Community Wellness and Empowerment Service will incorporate equivalent provision and will meet the Council's statutory duties and responsibilities.

For the reasons set out above, the Council may terminate the contract.

In order for the contract to terminate on 31 January 2016, notice must be given by 31 July 2025. Notices served under the contract must be in writing. If delivered by hand, they are effective upon delivery, if by first class or recorded post, on the second working day after posting, or at the time recorded by the delivery company as delivered.

Officers should ensure notice of termination is served correctly and in time.

### **FINANCIAL IMPLICATIONS AND RISKS**

This decision paper is seeking approval to end the Floating Support Service contract with Peabody Trust, six months earlier than scheduled on the 31st of January 2026 instead of the 31st of July 2026.

The Floating Support service is an additional option for the council in meeting its obligations under the Care Act (2014) for eligible Adult Social clients and provides increased support within the community.

The annual contract cost for the period August 2025 to July 2026 is estimated to be £302,952.

Ending the contract 6 months early will generate a cost reduction of £151,476.

The contract is funded by core and BCF funding and the majority of this saving can be attributed to the core element.

It is not anticipated that there will be any re-provision costs for clients currently supported by Peabody as a result of ending this contract. The end of this contract coincides with the implementation of the new Living Well Community Wellness and Empowerment Service so service users can transfer seamlessly over to the new provider and any duplication of activities are avoided.

### **HUMAN RESOURCES IMPLICATIONS AND RISKS (AND ACCOMMODATION IMPLICATIONS WHERE RELEVANT)**

The recommendations made in this report do not give rise to any identifiable HR risks or implications that would affect either the Council or its workforce.

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### **EQUALITIES AND SOCIAL INCLUSION IMPLICATIONS AND RISKS**

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, disability, gender reassignment, marriage and civil partnerships, pregnancy and maternity, race, religion or belief, sex/gender, and sexual orientation.

The Council is committed to all 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.

An EqHIA (Equality and Health Impact Assessment) is usually carried out and on this occasion, this isn't required.

The Council seeks to ensure equality, inclusion, and dignity for all in all situations.

There are no equalities and social inclusion implications and risks associated with this decision.

### **ENVIRONMENTAL AND CLIMATE CHANGE IMPLICATIONS AND RISK**

The recommendations made in this report do not give rise to any Environmental or Climate Change implications or risks.

### **BACKGROUND PAPERS**

None

### **APPENDICES**

None

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**Part C – Record of decision**

I have made this executive decision in accordance with authority delegated to me by the Leader of the Council and in compliance with the requirements of the Constitution.

**Decision**

Proposal agreed

**Details of decision maker**

Signed



Name: Barbara Nicholls

Cabinet Portfolio held:

CMT Member title:

Head of Service title: Strategic Director of People

Other manager title:

Date: 24 July 2025

**Lodging this notice**

The signed decision notice must be delivered to Committee Services, in the Town Hall.

**For use by Committee Administration**

This notice was lodged with me on \_\_\_\_\_

Signed \_\_\_\_\_