

**Report for:** Cabinet Member for Health, Social Care & Wellbeing  
**Title:** Termination of Nottinghamshire Rehab Ltd (trading as NRS Healthcare) and Withdrawal from London Consortium for community Equipment.  
**Report authorised by:** Taryn Eves Corporate Director of Finance and Resources  
**Lead Officer:** Jo Baty, Director of Adult Social Services.  
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**Ward(s) affected:** All  
**Report for Key/** Key Decision  
**Non Key Decision:**

## **1. Describe the issue under consideration**

- 1.1. The termination of the contract with Nottinghamshire Rehab Ltd (trading as NRS Healthcare) for the provision of community equipment because NRS has entered liquidation.
- 1.2. The termination of membership of the current London Consortium arrangement for community equipment.

## **2. Cabinet Member Introduction**

### **2.1. N/A**

## **3. Recommendations**

Cabinet Member for Health, Social Care and Wellbeing:

- 3.1. To approve the termination of the NRS contract by way of notice to the provider in accordance with the terms of the contract.
- 3.2. To approve the withdrawal from the London Consortium Community Equipment arrangement.

## **4. Reasons for decision**

- 4.1. Nottinghamshire Rehab Ltd (trading as NRS Healthcare) entered compulsory liquidation on 1<sup>st</sup> August 2025. An Official Receiver and Special Manager were appointed to oversee the process. NRS Healthcare continued to operate (via Official Receiver and Special Manager), but with a reduced service to allow Local Authorities to identify alternative arrangements. Work has been undertaken to have in place short and medium-term arrangements so that the Council can ensure that the most at-risk residents are supported. Extensive work has been undertaken to identify alternative arrangements and there is a need to transition to these arrangements and to continue to develop them. These arrangements are set out in a separate report.
- 4.2. The existing London Consortium was established specifically for the provision and sharing of community equipment contract. Following the collapse of NRS Healthcare all authorities have identified alternative arrangements for their community equipment provision. The purpose for the consortium no longer exists and the arrangements are

no longer valid. It is therefore appropriate to withdraw from the arrangement to allow the establishment for new provision.

## **5. Alternative options considered**

- 5.1.** No alternative options have been considered as the provider has entered into liquidation and is no longer able to fulfil the contractual requirements.

## **6. Background information**

- 6.1.** This report is being submitted as an urgent report due to the significant detrimental impact on the vital interests of residents in the borough who require the ongoing provision of community equipment and due to the fast-paced nature of decision making required as a consequence of NRS Healthcare Limited (NRS), the Council's provider of community equipment, being placed into liquidation on 1 August 2025 and an Official Receiver and Special Managers being appointed. Community equipment includes basic aids for daily living, through to complex equipment that supports a wide variety of health and social care needs. For these reasons, it is recommended that the decisions made be exempted from call in, subject to the approval of the Chair of the Overview and Scrutiny Committee which has been granted.
- 6.2.** The Council is still in contract with NRS (via the Official Receiver and Special Managers) on an interim basis. The single supplier framework was commissioned by Westminster City Council (WCC) and the Royal Borough of Kensington and Chelsea (RBKC) in 2023 and is provided to 21 London boroughs through an informal co-operative arrangement which is referred to as the London community equipment consortium ("the Consortium").
- 6.3.** NRS provided adults and children living at home with a range of vital equipment to support independence and early discharge from hospital. The equipment provided ranged from low-cost items, such as raised toilet seats and grab rails, to more costly items, such as specialist beds, hoists, pressure care equipment and mattresses. Most residents receiving equipment are aged 65 or over, but equipment was also provided to younger disabled adults and children. A wide range of equipment has been delivered to residents, and the service also undertakes repairs, maintenance and collections of items.
- 6.4.** The Community Equipment Service is required to meet the Council's and the NHS's statutory duties (e.g., Care Act 2014, NHS Act 2006) and therefore in Haringey, costs are shared between the Council and the North Central London NHS Integrated Care Board (NCL ICB) through the Better Care Fund (BCF). The total budget in 2025/26 is £43 million. The provision of Community Equipment delivers a range of outcomes to residents and the health and care system including:
- Reducing unscheduled hospital admissions and Accident & Emergency attendance.
  - Reducing the length of hospital stay by facilitating earlier hospital discharges.
  - Reducing the costs of long-term care by avoiding the need for care home admissions, or the need for, or frequency of, paid carers.
  - Promoting independence, safety, social inclusion, quality of life and improved end of life care.
  - Improving Early Year's development.
  - Supporting unpaid carers and parent carers.

**6.5.** Community Equipment is vital across the health and care system and delays in providing or repairing equipment can lead to serious harm, or death of residents, and can impede patient flow out of hospitals. The failure to have a suitable provision in place could put residents at significant risk.

**6.6.** Since NRS Healthcare went into liquidation, the 21 London boroughs have been working rapidly to try to urgently mitigate the significant risks. This work has been supported by specialist input from advisors acting for RBKC and WCC, the Local Government Association, NHS England and ADASS (the Association of Directors of Adult Social Services).

**6.7.** Part of the urgent risk mitigation was to find an alternative provider. Haringey has put in place emergency temporary contracts and extended inhouse service provision where possible, whilst looking for more sustainable medium-term solutions.

**6.8.** NRS Healthcare will cease to operate and giving notice at this time will enable Haringey to transition to alternate arrangements.

## **7. Contribution to the Corporate Delivery Plan 2024-2026 High level Strategic outcomes**

**7.1.** This links into the Adults, Health and Welfare' section of the Corporate Delivery Plan (2024-2026), which states the following: "This part of our Corporate Delivery Plan is about making sure that every adult in our community gets the support they need to live a good life, no matter what challenges they may face.

**7.2.** From staying healthy to getting the help residents need when times get tough, our services are here to support all. Our goal is to create a community where every adult feels valued, supported, and empowered to reach their full potential. Critical to this is taking an equitable approach, working hard to understand barriers and striving to address inequalities of access, experience and outcome.

**7.3.** Whether it's access to good quality leisure services or support and advice during the cost-of-living crisis, Haringey is committed to making sure that everyone can live their life to the fullest.

## **8. Carbon and Climate Change**

**8.1.** This is not applicable for this report.

## **9. Statutory Officers comments (Director of Finance (procurement), Director of Legal and Governance, Equalities)**

### **9.1. Finance**

**9.1.1** There are no direct financial implications of this decision to terminate the contract. Ending the contract will allow the council to limit further financial risk arising from relying on a company now in liquidation but continuing to operate to provide equipment and services under the contract. Financial implications of the new short term and medium-term arrangements are set out in a separate report.

- 9.1.2** The orderly transition to a new contractual arrangement is essential to regaining control over the cost of the service and at the same time ensure that equipment and services are delivered to residents of Haringey.

## **9.2. Procurement**

- 9.2.1.** Strategic Procurement fully supports the recommendations outlined in this report, following the liquidation of the Council's Community Equipment contract with Nottingham Rehab Ltd (trading as NRS Healthcare) in August. The Official Receiver has maintained a limited continuation of the contract to ensure the Council can uphold its statutory obligations.
- 9.2.2.** In response to this disruption, the Council has acted swiftly and diligently to safeguard service continuity for vulnerable adults and children reliant on essential equipment to live safely and independently at home. Emergency suppliers have been identified and mobilised to mitigate risks and bridge gaps in provision, ensuring that critical needs are met without delay.
- 9.2.3.** It is now necessary to formally terminate the contract with NRS Healthcare. In accordance with Contract Standing Orders (CSO) 0.80. A Cabinet Member may exercise decision-making powers ordinarily reserved for Cabinet (CSO 2.05), and this action is further supported under Clause 36 of the framework agreement.

## **9.3. Director of Legal & Governance**

- 9.3.1.** The Director of Legal and Governance (Monitoring Officer) has been consulted in the preparation of this report.
- 9.3.2.** Nottingham Rehab Ltd (trading as NRS Healthcare) was placed in liquidation on 1 August 2025. Since then and in order to ensure continuity of the services the current contract has been operating on an interim basis managed by the Special Managers appointed by the Official Receiver.
- 9.3.3.** The Council now wishes to terminate the contract dated 26 October 2023 with NRS Healthcare. The Framework Agreement, under which the Contract was awarded, allows for termination where the provider ceases or threatens to cease, to carry on business.
- 9.3.4.** The Cabinet has power to approve the recommendations under CSO 2.01. Under CSO 0.08 a Cabinet Member may take a decision which would ordinarily be taken by Cabinet.
- 9.3.5.** The Director of Legal and Governance (Monitoring Officer) confirms that there are no legal reasons preventing the Cabinet Member for Health, Social Care & Wellbeing from approving the recommendations in this report.

## **9.4. Equality**

- 9.4.1.** The Council has a Public Sector Equality Duty under the Equality Act (2010) to have due regard to the need to:
- Eliminate discrimination, harassment and victimisation and any other conduct prohibited under the Act.
  - Advance equality of opportunity between people who share those protected characteristics and people who do not.

- Foster good relations between people who share those characteristics and people who do not.

**9.4.2.** The three parts of the Duty applies to the following protected characteristics: age, disability, gender reassignment, pregnancy/maternity, race, religion/faith, sex and sexual orientation. Marriage and civil partnership status applies to the first part of the Duty.

**9.4.3.** Although it is not enforced in legislation as a protected characteristic, Haringey treats socioeconomic status as a locally protected characteristic.

**9.4.4.** The proposed decision is to terminate the Community Equipment Contract with NRS Healthcare. The protected characteristic most directly affected by this decision is disability, specifically the needs of disabled residents in Haringey.

**9.5.** The failure of the current provider to meet service requirements means the Council must end this contract and secure an alternative supplier capable of addressing the diverse needs of affected residents.

**9.6.** If we do not appoint a replacement provider promptly, there is a risk of significant negative equality impact to disabled residents in Haringey. That said, the decision itself should have a neutral effect on equality outcomes, as it seeks only to replace an underperforming contractor and sustain the service standards the Council has previously delivered.

**9.7.** The new provider will be required to have due regard for the three aims of the Public Sector Equality Duty, stated above, in its capacity as an organisation undertaking a function on behalf of a public body

## **10. Use of Appendices**

**10.1.1.** N/A

## **11. Background papers**

**11.1.1.** N/A