



NHS Standard Contract 2019/20

Particulars (Full Length)

Contract title / ref:

BNSSG_2020_ICES_(provider)

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Particulars (Full Length)

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nhscb.contractshelp@nhs.net

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Contract Reference	BNSSG _2020_ICES_(<i>provider</i>)
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DATE OF CONTRACT	Tbc (signature date)
SERVICE COMMENCEMENT DATE	1 October 2020
CONTRACT TERM	Five years from the Service Commencement Date
COMMISSIONERS	BNSSG Clinical Commissioning Group (ODS 15C) Bristol City Council North Somerset District Council South Gloucestershire Council
CO-ORDINATING COMMISSIONER	Bristol City Council City Hall College Green Bristol BS1 5TR
PROVIDER	Principal and/or registered office address: [] [Company number: []

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CONTRACT

This Contract records the agreement between the Commissioners and the Provider and comprises

1. these **Particulars**;
2. the **Service Conditions (Full Length)**;
3. the **General Conditions (Full Length)**,

as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations*).

IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
Bristol City Council**

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
BNSSG CCG**

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
North Somerset District Council**

.....
Title

.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED SIGNATORY'S
NAME] for
and on behalf of
South Gloucestershire Council**

.....
Title
.....
Date

SIGNED by

.....
Signature

**[INSERT AUTHORISED
SIGNATORY'S
NAME] for
and on behalf of
[INSERT PROVIDER NAME]**

.....
Title
.....
Date

SERVICE COMMENCEMENT AND CONTRACT TERM	
Effective Date	(contract signature date)
Expected Service Commencement Date	1 October 2020
Longstop Date	1 October 2020
Service Commencement Date	1 October 2020
Contract Term	Five years from the Service Commencement Date
Option to extend Contract Term	YES On one or more extensions aggregating in total no more than two years
Commissioner Notice Period (for termination under GC17.2)	12 months
Commissioner Earliest Termination Date	24 months after the Expected Service Commencement Date
Provider Notice Period (for termination under GC17.3)	12 months
Provider Earliest Termination Date	24 months after the Service Commencement Date

SERVICES	
Service Categories	Indicate <u>all</u> that apply
Accident and Emergency (A+E)	
Acute Services (A)	
Ambulance Services (AM)	
Cancer Services (CR)	
Continuing Healthcare Services (CHC)	
Community Services (CS)	Yes
Diagnostic, Screening and/or Pathology Services (D)	
End of Life Care Services (ELC)	
Mental Health and Learning Disability Services (MH)	
Mental Health and Learning Disability Secure Services (MHSS)	
NHS 111 Services (111)	
Patient Transport Services (PT)	
Radiotherapy Services (R)	
Urgent Care/Walk-in Centre Services/Minor Injuries Unit (U)	
Services commissioned by NHS England	
Services comprise or include Specialised Services and/or other services directly commissioned by NHS England	NO
Service Requirements	
Indicative Activity Plan	YES
Activity Planning Assumptions	YES
Essential Services (NHS Trusts only)	NO
Services to which 18 Weeks applies	NO
Prior Approval Response Time Standard	Not applicable
Is the Provider acting as a Data Processor on behalf of one or more Commissioners for the purposes of this Contract?	YES
Is the Provider providing CCG-commissioned Services which are to be listed in the UEC DoS?	NO

PAYMENT	
Expected Annual Contract Value Agreed	NO
Must data be submitted to SUS for any of the Services?	NO
QUALITY	
Provider type	Other
Clostridium difficile Baseline Threshold (Acute Services only)	Not applicable
GOVERNANCE AND REGULATORY	
Nominated Mediation Body	CEDR/Other – []
Provider's Nominated Individual	[] Email: [] Tel: []
Provider's Information Governance Lead	[] Email: [] Tel: []
Provider's Data Protection Officer (if required by Data Protection Legislation)	[] Email: [] Tel: []
Provider's Caldicott Guardian	[] Email: [] Tel: []
Provider's Senior Information Risk Owner	[] Email: [] Tel: []
Provider's Accountable Emergency Officer	[] Email: [] Tel: []
Provider's Safeguarding Lead	[] Email: [] Tel: []
Provider's Child Sexual Abuse and Exploitation Lead	[] Email: [] Tel: []
Provider's Mental Capacity and Deprivation of Liberty Lead	[] Email: [] Tel: []
Provider's Prevent Lead	[] Email: [] Tel: []
Provider's Freedom To Speak Up Guardian(s)	[] Email: [] Tel: []

Provider's UEC DoS Contact	Not applicable
Commissioners' UEC DoS Leads	Not applicable
CONTRACT MANAGEMENT	
Addresses for service of Notices	<p>Co-ordinating Commissioner: Bristol City Council Address: City Hall, College Green Bristol BS1 5TR Email: []</p> <p>Commissioner: Bristol, North Somerset South Gloucestershire Clinical Commissioning Group Address: South Plaza, Marlborough Street, Bristol BS1 3NX Email: []</p> <p>Commissioner: North Somerset District Council, Address: Town Hall, Walliscote Grove, Weston-Super-Mare BS23 1UJ Email: []</p> <p>Commissioner: South Gloucestershire Council Address: Partnerships and Commissioning Team, Department for Children Adults & Health, PO Box 298 Civic Centre, High Street, Bristol, BS15 0DQ Email: []</p> <p>Provider: [] Address: [] Email: []</p>
Frequency of Review Meetings	Monthly from October 2020 to March 2021 and then Quarterly
Commissioner Representative(s)	<p>Bristol City Council Name: [] Address: City Hall, College Green Bristol BS1 5TR Email: [] Tel: []</p> <p>Bristol North Somerset South Gloucestershire CCG Name: [] Address: South Plaza, Marlborough Street, Bristol BS1 3NX</p>

	<p>Email: []</p> <p>Tel: []</p> <p>Commissioner: North Somerset District Council</p> <p>Address: Town Hall, Walliscote Grove, Weston-Super-Mare BS23 1UJ</p> <p>Email: []</p> <p>South Gloucestershire Council</p> <p>Name: [.....]</p> <p>Address: Partnerships and Commissioning Team, Department for Children Adults & Health, PO Box 298 Civic Centre, High Street, Bristol, BS15 0DQ</p> <p>Email: []</p> <p>Tel: []</p>
Provider Representative	<p>[]</p> <p>Address: []</p> <p>Email: []</p> <p>Tel: []</p>

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

A. Conditions Precedent

The Provider must provide the Co-ordinating Commissioner with the following documents:

1. Evidence of appropriate Indemnity Arrangements
2. Copies of any agreed Sub-Contracts, signed and dated and in a form approved by the Co-ordinating Commissioner.
3. Copy of certification to CECOPS or equivalent
4. Policy for the management of clinical incidents requiring reporting to the CCG (on behalf of all Commissioners)

The Provider must complete the following actions, noting that dates for completion will be agreed with the preferred bidder prior to Contract Award:

1. By the Service Commencement Date, implement to the reasonable satisfaction of the Commissioners the Mobilisation Plan.
2. Evidence of the Provider having made available appropriate premises to fully meet the requirements of the specification to be provided no later than one month before the Expected Service Commencement Date.
3. No later than two weeks prior to Service Commencement date have in place an online Equipment Catalogue and an online Specials Catalogue for adult and children equipment which is compliant with the requirements of the specification.
4. By the Service Commencement Date agree with the Commissioners any policies and processes for the management of the service which are required to be in place, and where the Commissioner has supplied the requirements in writing.
5. By the Service Commencement Date submit a Business Continuity Plan meeting the requirements of Schedule 2A clause 7.7
6. By the Service Commencement Date, have in place the required authorisation processes (Authorisation Scheme) to meet the requirements of the Commissioners. This will include setting up: Prescriber (Referrer) accounts, Authoriser accounts, organisations, teams, groups; authorisation processes based on type of and / or specified lines of equipment, value of equipment and services, activity speed and other variables to be set by and agreed with the Commissioners during the Mobilisation Period.
7. During the Mobilisation Period implement and test the system to the satisfaction of the Commissioners.
8. By the Service Commencement Date have agreed a Data Quality Improvement Plan for implementation in the first year of the Contract Term

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

B. Commissioner Documents

Date	Document	Description
(to be added prior to Contract Signature)	Essential service policies and procedures	Details of all policies and procedures which the provider is required to have in place by the Commencement Date
	Equipment owned by commissioners at the commencement of contract	Information from incumbent provider on all equipment currently held in Peripheral Stores, in service user residences and Specials held in store
	TUPE list	Information from incumbent provider on all staff employed who are liable for the provisions of TUPE
	Prescriber details	A list of Prescribers, Authorisers and their contact details
	Authorisation Scheme	Description of the required authorisation scheme and process (the Authorisation Matrices / Authorisation Scheme)
	Catalogue details	The Pricing Schedule contains details of the Equipment Catalogue and Activity Speed setup requirements

SCHEDULE 1 – SERVICE COMMENCEMENT AND CONTRACT TERM

C. Extension of Contract Term

1. As advertised to all prospective providers before the award of this Contract, the Commissioners may opt to extend the Contract Term on one or more extensions aggregating in total no more than two years.
2. If the Commissioners wish to exercise the option to extend the Contract Term, the Co-ordinating Commissioner must give written notice to that effect to the Provider no later than six months before the original Expiry Date.
3. The option to extend the Contract Term may be exercised:
 - 3.1 only by all Commissioners; and
 - 3.2 only in respect of all Services.
4. If the Co-ordinating Commissioner gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

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Section 1 – Service scope and overview

1.1 Aims and objectives

This Service Specification is for the provision of an Integrated Community Equipment Service (ICES) for Health and Social Care services in the Bristol, North Somerset and South Gloucestershire areas

The principal aim of the Service is to ensure that residents who have been assessed by a Prescriber as requiring Equipment to enable them to live independently, or with support as part of a package of care are supplied with this Equipment in a timely manner which is sensitive to their needs. Equipment provided must be clean, safe and fully functional. Equipment will be provided for use in a Service User's own home, and in alternative locations approved by the Contract Manager.

Service Activity standards will be met equitably across the Bristol, North Somerset and South Gloucestershire area, meeting the needs of Service Users consistently whether they are in city, urban or rural locations.

No charge is made to Service Users for the provision of this Service; provided they meet the agreed criteria and their needs have been assessed by a recognised Prescriber.

Appendix B summarises the Equipment categories covered by this Contract and notes any specific requirements by area.

1.2 Service User groups

Adults and children with a Prescriber assessed need to support their health or social care, who are resident within the boundaries of Bristol, North Somerset and South Gloucestershire local authorities, or who live outside the local authority boundaries but who are registered with an NHS 'Bristol, North Somerset and South Gloucestershire CCG' GP practice or are Ordinary Residents of the Bristol, North Somerset or South Gloucestershire Local Authority, or where the CCG or Local Authority is the responsible commissioner.

All decisions on Service User eligibility for the Service are made by the Prescriber.

1.3 Service referral (Authorised Prescribers)

Referrals for Equipment may only be made by approved health and social care professional Prescribers who work for Bristol City Council, North Somerset Council, South Gloucestershire Council or for a health service which is commissioned by the Bristol, North Somerset and South Gloucestershire (BNSSG) Clinical Commissioning Group (CCG). This may include hospital trusts, community services and independent sector organisations which hold Contracts with the CCG.

A full list of Prescribers and teams will be made available during the mobilisation period for the Contract. The Commissioners and/or Prescriber organisations will be responsible for supplying and maintaining an up to date list of authorised Prescribers during the life of the Contract, including information about which of the Commissioners they are linked to for accounting and auditing purposes

Equipment will only be provided on submission of an authorised Requisition to the Provider by Prescribers.

The Provider will not recommend Equipment or comment on Equipment prescribed to Service Users. Any such action that results in financial loss to the Commissioners due to further Assessment required or more expensive Equipment being issued will be invoiced to the Provider.

1.4 Operating standards

The Provider will subscribe to, be accredited by and comply with throughout the Contract period to a recognised specialist industry standard such as the Community Equipment Code of Practice (CECOPS).

If the Provider is accredited any scheme other than CECOPS, the Provider will demonstrate to the Commissioners how this meets the requirements of this specification for a Community Equipment Service.

1.5 Outcomes

The key outcomes of this Contract are:

- That Prescribers are supported to order Equipment which meets the assessed needs of their client in a timely manner and with easy to use responsive systems
- That Service Users receive Equipment which is clean, functional and fit for purpose in the specified timeframe
- That the Commissioners achieve value for money through efficient provision of good value, quality Equipment with high rates of recycling and timely collection of Equipment no longer required by Service Users.
- That the provision of Equipment supports the local health and social care system in maintaining people independently at home, avoiding hospital admission and facilitating timely discharge of people who have been admitted to hospital.

Section 2 – Service Requirements

2.1 Service summary

The Provider will deploy its resources, including staff and Premises, to ensure:

- That the requirements of the specification can be met fully and consistently across Bristol, North Somerset and South Gloucestershire
- That the requirements of the specification can be fully met in respect of both adult and children's Equipment
- That the Premises are of sufficient size to store, maintain, clean, repair, display and for Prescribers to view both catalogue Equipment and Specials, with separate areas for storage of adult and children's Equipment.
- That the Premises used allow the Provider to meet the required timescales for all Activity in the specification, and the needs of each local authority boundary, taking account of local and seasonal traffic conditions, including risk assessment for closure or significant delays on main routes, and adverse weather condition. The Provider must ensure that the service must meet the needs of Service Users across the Bristol, North Somerset and South Gloucestershire system irrespective of location, be it city, urban or rural. *(For example within North Somerset 70% of activity is concentrated within the Weston Super Mare and Worle area).*
- That there is technology such as website/webcam to allow Prescribers to remotely view items of Equipment (particularly Specials) with sufficient information to decide on suitability to meet assessed need.
- That Prescribers and Commissioners can view Equipment to make decisions on changes to the catalogue. Such decisions will be made by the Equipment Review Group which will need to visit the Premises for this purpose
- That there is sufficient parking for Prescribers, Commissioners, Service Users, carers and families who need to visit the Premises
- That there is sufficient management capacity and specialist staff to manage the Premises in line with the requirements of the Contract, and the Provider has policies which encourage the recruitment and retention of staff to maintain high quality support for the Contract.
- That Equipment is stored and maintained safely and hygienically
- That any rooms used for meetings with Commissioners, Prescribers, Service Users and carers are fully accessible in line with the Equality Act 2010
- That the location of the Premises and activity / route planning minimise environmental impact by ensuring minimum travel times and reduction of harmful emissions
- All Premises, facilities and vehicles used by the Provider will be smoke and vaping free.

2.1.2 Additional considerations

- The Provider may choose to operate 'retail' facilities on their Premises to enable Service Users, families and carers and any other member of the public to purchase Equipment directly from the Provider.
- The Provider will offer retail support to the Commissioners' Home Improvement Agency and/or Equipment and Demonstration centres as required.
- Any other arrangements to support or promote private provision will be discussed with the Commissioners, but will be outside the scope of this Contract

2.2 Operating hours

The Provider will operate opening times and provide staff cover so as to ensure that they provide every aspect of the Service as outlined in this specification, and to the timescale requirements set out in the Contract.

Standard operating hours shall be weekdays, Monday to Friday, excluding Bank, Public and Statutory Holidays, or any other day that the Government designates as a Bank or Public Holiday.

The Commissioners may extend the standard operating hours during the lifetime of the Contract to include evenings and weekends. This will be agreed with the Provider and the Contract value adjusted accordingly.

The standard operating hours for core services shall be as follows:

- Office hours for processing of Requisitions and dealing with enquiries 08.30 – 17.00
- Premises opening times for access by Prescribers, Service Users, carers and families 08.30 – 17.00
- Activities and planned maintenance to be carried out between 08.00 – 18.00

Any failure to meet standard operating hours must be notified to the Contract Manager immediately with a timescale for re-opening.

All Activities booked for standard operating hours delivery should be completed no later than 6pm and will be charged as such even where delayed due to traffic or other circumstances.

An out of hours service will operate seven days a week, 24 hours a day, with no exceptions, to manage out of hours Requisitions, deliveries and urgent repairs

During standard operating hours, the Provider will ensure that the following services are provided:

- Enquiries whether by telephone, e-mail or other method are responded to in accordance with the standards set out in clause 2.7
- Requisitions received and processed
- Advice and technical information for Prescribers to help them make clinical decisions relating to both catalogue Equipment and Specials for adults and children
- Collection of Equipment in fulfilment of authorised 'counter collection' Requisitions
- Return of used Equipment

Procedures and Protocols for all elements of the Service will be agreed between the Provider and the Commissioner before the commencement of the Contract. The Provider will establish and agree, in writing, with the Commissioners procedures and protocols for all these Services, and clearly advertise, promote and enforce them.

2.3 Staffing

The Provider will ensure there are sufficient, suitably competent, trained staff dedicated to the support of this Service in order to deliver all the functions of the Contract.

Where appropriate detailed requirements for specific staffing functions are set out in the relevant section of this Service Specification

In accordance with the social value requirements of this Contract, the Provider will ensure that equal opportunities policies are strictly followed in the recruitment and management of all staff. The Provider is encouraged to support the employment of local residents and to offer apprenticeship opportunities to develop a workforce which reflects the local community.

The Provider will ensure that its employment policies encourage the retention of staff and minimise absence rates in order to provide a consistent and reliable service.

The Provider will have policies and procedures to ensure that all staff have a Disclosure and Barring Service (DBS) check at the level appropriate to their role. Any failure to comply with DBS requirements which leads to an actual or perceived risk to members of the public will be reported to the Contract Manager as a Serious Incident.

All staff who have contact with the public will wear the Provider's uniform and carry Provider's photo ID which is visible at all times. Staff will show their photo ID when carrying out their duties and meeting Prescribers, Service Users, carers and families.

2.4 Vehicles

The Provider will ensure that they have a sufficient number of suitable vehicles to provide a Service compliant with the full requirements of this specification at all times, including compliance with safety and infection control requirements.

The Provider will properly maintain, license and insure all vehicles and keep them clean and in good condition.

The vehicles will have clearly displayed on them:

- The name of the Service
- Contact telephone number for the Provider
- The Provider's logo
- The Commissioners' logos, indicating that the Provider is providing the Service on behalf of the Commissioners
- A contact telephone number (free phone), so that any incidence of poor driving may be reported to the Provider

2.5 Administrative and IT systems

The Provider will have in place from the commencement of the Contract administrative and IT systems which:

- Fully meet the requirements of this Service Specification, with back up in place for system failure
- Meet Commissioners requirements for Contract reporting and monitoring
- Are secure in respect of both Prescriber and Service User personal data, and demonstrate full compliance with the General Data Protection Requirement.
- Are compliant with all Information Governance requirements of Commissioners
- Will be maintained and ensure they are fit for purpose throughout the life of the Contract

The Provider will undertake regular audits to check the accuracy of information held on the system.

The Provider will use the annual survey (*Appendix D Quality Audit Requirements*) to gather feedback from Prescribers on ease of use of the system.

At the end of the Contract Period, the Provider will provide the Commissioners with all relevant data held on the Provider's systems in relation to this Contract. There will be no additional charge made for this Service.

2.5.1 Management of duplicate addresses and duplicate Service Users

The Provider system will identify duplicate address and Service User records and ensure that these can be merged. The system should as far as possible prevent Prescribers creating duplicate records. Where the Provider is merging records for the Commissioners, ad hoc requests to merge records will be completed by the Provider within two working days.

2.6 Working with Prescribers

The Provider will develop and maintain all necessary documentation for Prescribers to manage the issue and return of Equipment. All documents for Prescribers will be accessible electronically. Changes to documentation will be agreed between the Provider and the Contract Manager. All necessary documents, processes and systems must be tested and working before commencement of the Contract.

The Provider will make requested changes to individual Prescriber access within one working day, and changes to group access within five working days.

2.6.1 Secure log in

Each Prescriber will have a secure log in which is unique to each Prescriber and allows them to access the system and their individual usage to be tracked. The authorisation and issuing of log in details will be managed by the Commissioner and/or Prescriber organisation. Prescriber Requisition history will be recorded and monthly monitoring reports will be supplied to the Commissioners by the Provider, broken down by Prescriber and team.

Nominated representatives of the Commissioners and Prescriber organisations will have 'read only' access.

2.6.2 Authorisation of Requisitions

The Provider will ensure the on-line requisition system utilises a robust Authorisation regime.

Each Prescriber will be allocated an Authorisation level based on their professional role. Prescribers with higher Authorisation levels will be able to counter-authorise Requisitions on behalf of others who have lower levels.

Changes to Prescriber access to the Provider's system (new user, amend user, deactivate user) will only be made following approval by the Contract Manager or their representative, using a process to be agreed with the Provider.

The on-line requisition system will automatically determine if a Requisition requires Authorisation by a higher level authorising Prescriber, based on each Prescriber's Authorisation levels. If a Requisition requires Authorisation, the system will automatically offer the Prescriber placing the Requisition a suitable list of Authorisers. The list of Authorisers will include Authorisers' contact details.

The system will allow a Prescriber to amend an Authorisation request and select an alternative Authoriser, should the chosen Authoriser not be available.

Before the Provider has received and processed an Authorised Requisition, the System will allow the Prescriber or Authoriser to amend the following if needed:

- The Equipment on the Requisition
- The Activity option (clause 4.1)

The System will allow an Authoriser to reject or approve all or part of a Requisition, informing the Prescriber the reasons for doing so.

The system will allow the Prescriber to cancel a Requisition, either before Authorisation or after, in both cases before the Requisition has been committed for completion.

The Contract Manager will work with the Provider to oversee and control the Authorisation levels, which will be based on:

- Equipment ordered, including Requisitions for Catalogue and new and recycled Special Equipment, so that only those with the adequate authorising levels can request particular items of Equipment.
- Different collection and delivery speeds and other Service options, such as Equipment moves or repairs, so that only those with the adequate authorising levels can request those levels of service.
- Value of Equipment ordered, based on the financial value, individually ('item') and in total per Requisition ('basket').

If the Provider fulfils any request that is not correctly authorised the Provider will not be paid for the costs incurred.

The Provider and the Commissioners will ensure that Prescribers are aware of and understand their Authorisation limits.

The Provider will explain to Prescribers how the Authorisation system works, in particular to correctly placing Requisitions and seeking Authorisation.

2.6.3 Provision of information to Prescribers

The Provider will ensure the Prescriber is kept up to date with all stages of Requisitions including expected and actual completion date/time.

Notifications will include the following details, with sufficient information to allow the Prescriber to take any necessary action without recourse to the Provider for further information:-

- Requisition placed
- Requisition amended or queried by Authoriser
- Requisition authorised
- Requisition received by Provider
- Requisition processed by Provider
- Any items out of stock or not ready for delivery at the time of Requisition
- For new Specials:
 - Purchase order placed with supplier
 - Purchase order number
 - Purchase order fulfilled
- Requisition manifested
- Requisition delayed, with reasons and estimated delivery date
- Requisition complete
- Requisition, or part of, cancelled, with reasons

The Provider must immediately notify the Prescriber when a delay occurs.

The Prescriber will be able to nominate a representative to cover for them if they are not available. For example, for a Prescriber who works part time, if the Activity they have requisitioned will take place when they are not usually at work, they can nominate a colleague to deal with delays or queries in their absence.

Where appropriate the Provider will make detailed engineers reports available to the Prescriber.

2.6.4 Training

Prescribing organisations are responsible for induction and training of their staff on the Contract offer and use of the equipment portal, which should take place before they are issued log in details to access the Provider system. The Provider will support Prescriber organisations by offering:

- An on-line training module, which includes common Prescriber errors and how to avoid them
- Equipment familiarisation events at least twice a year
- Opportunities to shadow workshop and delivery staff

If required by the Contract Manager, the Provider will host equipment familiarisation sessions for groups of Prescribers in order to demonstrate use, adjustment and fitting of commonly used Equipment.

2.7 Communication

The Provider shall have a single point of contact for all service queries (telephone number, e-mail address and other communication means as required which are accessed by all appropriate staff). Service standards for the contact centre shall include:

- Telephone calls to be answered by a member of staff within 30 seconds
- E-mails relating to general enquiries to be answered within one working day.
- Prescribers will receive responses in accordance with the standards set out in Section 4 of this Service Specification

The Provider will acknowledge all Requisitions placed with details of anticipated completion date and time. The Prescriber will be notified of any items out of stock at the time of Requisitioning and the anticipated timescale for restocking.

Out of stock items: in accordance with clause 3.7 below the Provider will inform the Contract Manager and nominated leads if any high volume items of Equipment are out of stock with details of the mitigations in place and the expected date when stock will be restored.

2.8 Working with Service Users carers and families

2.8.1 Provision of information

The Provider will produce information for Service Users, families, carers and Prescribers about the Service including the core offer and operating hours. Content and format of the information will be agreed with the Contract Manager.

The Provider will comply with the Accessible Information Standard (DCB1605 Accessible Information) which is a legal requirement for all organisations which provide publicly funded NHS or adult social care services. The Provider will ensure that all communication with Service Users, their carer or family members will be compliant with the requirements of the General Data Protection Regulation.

Information will be available in hard copy and on-line. Versions will be available in the main community languages in use in the BNSSG area as agreed with the Contract Manager.

At the time of delivery, the Provider will ensure that the Service User and/or their carer is given information in a leaflet which explains, as a minimum, in clear language and accessible format:

- That the Provider is acting on behalf of the Commissioners' organisations, and listing what those are (Bristol City Council, North Somerset Council / BNSSG CCG and South Gloucestershire Council). Logos of the commissioning organisations will be included on any publicity material
- That Equipment will be clean, safe to use and in good working order with all parts. A contact phone number and e-mail address will be given for the Service User or their carer to contact if the Equipment does not meet these standards. The Provider will keep a log of any such concerns to be reported to the Commissioner
- That it is the responsibility of the Service User or their carer/family to ensure that there is space for the Equipment in their home or other residential setting. That the Provider staff are not responsible for moving or disposing of any of the Service User's own furniture
- That the Service User or their carer should contact the Prescriber who prescribed the Equipment if it is unsuitable or ceases to meet their needs, and should not dispose of any Equipment unless this has been approved by the Prescriber
- The Equipment is on loan and remains the property of the Commissioners
- The importance of returning the Equipment when it is no longer needed and the process for this
- The significance and use of labelling on the Equipment
- The Equipment is tracked on the Provider's system
- The Service User or carer or family must notify the Provider if they plan to move within or outside the BNSSG area, and require the equipment to be removed to their new address
- The Service Users', carers' and/or families' responsibilities with regard to routine maintenance, safe use and keeping Equipment clean
- Maintenance, testing and inspection arrangements, including details of inspections required by the Commissioners' representatives, if any, for example if the Commissioner Insurance Company needs to test or inspect Equipment such as lifting Equipment
- Repairs procedure
- Out of hours cover
- Contact details and opening hours for the Provider
- Feedback and complaints procedure – offering both:

- the Provider's feedback process
- contact details for the Commissioners or their representative
- How to report and claim for any damage or injury caused by negligence of the Provider and their employees
- That there is a zero tolerance policy for abuse (whether verbal or physical) of the Provider staff and that any incidents will be reported to the clinician who prescribed the equipment for them who may share this information with other agencies

The Contract Manager will advise the Provider if they require any information, in addition to that mentioned above, to be given with each delivery.

The cost of providing information will be borne by the Provider.

The Prescriber must advise the Provider at the time of requisition if the Service User or their main carer has any special communication needs.

The Provider must make available a Freephone or local call rate number for Service Users to contact them.

2.8.2 Unacceptable behaviour

All staff must comply with the policies below. The Provider will ensure that appropriate disciplinary procedures are implemented for any breach:

- In no circumstances should any member of staff accept cash from a Service User, carer or family member. Token gifts with a value of no more than £5 may be accepted provided they are declared to the member of staff's line manager. Provider staff may accept the offer of non-alcoholic refreshment while on Service User premises
- Provider staff will not offer advice on, or act as witness to any legal document such as a Will, Power of Attorney or similar
- Provider staff must not maintain contact with Service User or carers other than that which is strictly necessary for the operation of the Service. If a member of staff becomes aware that they have a relationship with a Service User or carer they must notify their line manager immediately
- The Provider will make good any loss to the Service User caused by negligence or omission by a member of their staff. The Provider must ensure that adequate insurance is in place for this purpose

The Provider will have a fair and transparent process to investigate any complaints of inappropriate behaviour against staff, including clearly stated thresholds for instigation of criminal investigation.

2.8.3 Charges to Service Users

No charge will be made to Service Users for Equipment and Services which are provided in line with the agreed criteria for the Service as set out in Section 1.2 above, and to meet their assessed needs. It is not possible for Service Users to make part payment for an upgrade of Equipment.

Service Users can purchase additional Equipment which is over and above their assessed clinical needs. The Provider may inform Service Users that they can choose to purchase Equipment, but they must not provide this information in any way which could be interpreted as being a clinical recommendation.

Separate arrangements will apply where Service Users meet their assessed needs through a Personal Health Budget or Direct Payment (see section 3.13 below)

2.8.4 Making Every Contact Count

Making Every Contact Count (MECC) is an evidence based approach to improving people's health and wellbeing by helping them change their behaviour. As part of the NHS Long Term

plan all staff who deliver health and care services should be supported to have brief conversations with people about improving their health and wellbeing. The Provider will agree with the Contract Manager a training programme for staff who have direct contact with Service Users to support MECC at a level appropriate to their role and functions.

2.9 Environmental Impact

The Provider will be expected to manage their environmental impact under this contract including through any environmental good practice systems, for example ISO 14001, EMAS, or equivalent which form part of their business practice.

The Provider will provide an annual assessment of risks associated with climate change, demonstrating how they will be managed in the delivery of the contract, in particular the deployment of Premises, and how these Premises will be deployed to minimize the environmental impact of their usage.

The Provider will comply with any clean air zones introduced within the BNSSG area.

Section 3 – Management of Equipment

3.1 Ownership of Equipment

3.1.1 Catalogue Equipment

At the Contract Start Date, Catalogue Equipment that is in a Service User's home or a Peripheral Store, will be owned by the Commissioner who has responsibility for that Service User or Peripheral Store.

The Provider is not required to take ownership of Catalogue Equipment that is held within the premises of the incumbent provider.

Throughout the Contract Term, Catalogue Equipment that:

1. is in a Service User's home or a Peripheral Store, will be owned by the Commissioner who has responsibility for that Service User or Peripheral Store; and
2. is at the Provider's Premises, but is not included in the Catalogue as being available for loan because it has yet not been cleaned/maintained/repared in accordance with this Contract, will be owned by the Commissioners
3. is not in a Service User's home or a Peripheral Store but is included in the Catalogue as being available for loan, will be owned by the Provider.

If the Equipment is no longer fit for purpose scrappage is agreed as set out in clause 3.16 below.

Note, the "80% Credit Model" is explained in more detail in the Pricing Schedule and the Service Particulars (schedule 3A).

3.1.2 Special Equipment

At the Contract Start Date and throughout the Contract Term, Special Equipment will remain the property of the Commissioner which originally authorised its purchase. Ownership will be recorded and Equipment will only be reissued with the approval of the owner by means of an agreed Authorisation process.

3.2 Transfer of responsibility for Equipment at the commencement of the Contract

Responsibility for repair, maintenance and collection of all Catalogue Equipment and Special Equipment issued by the incumbent Provider shall transfer to the Provider on the Commencement Date. This transfer is on an unwarranted basis. Unwarranted in this context means that the Commissioners provide no guarantee as to the quality of the Equipment nor to the data provided by the incumbent Provider in relation to the quantity and types of Equipment and their maintenance prior to such transfer.

The Provider must ensure that details of all legacy stock owned by the Commissioners is accurately recorded and tracked from the commencement of the Contract. Specials held in stock at the Commencement Date will transfer to the Provider's Premises. The Provider shall be responsible for collection and transportation of the Specials to the Provider's Premises. The Commissioners reserve the right to oversee the collection and transportation of the Specials to the Provider's Premises including the right to check the Specials and/or lists of Specials at any time.

Once legacy Equipment has been integrated into the system of the Provider, no discrimination between new catalogue and legacy stock will be made when issuing. Before re-issue, legacy stock must be allocated a unique reference number and labels replaced as necessary. The Provider's database must be updated with the 'life history' of legacy stock, including photographs where appropriate, before it is reissued under its new unique reference number.

3.3 Manufacture, quality and packing

Where relevant, the Provider shall manufacture, pack and supply the Equipment in accordance with all generally accepted industry standards and practices that are applicable.

The Equipment supplied to the Commissioners under this Contract shall:

- a) Conform to the requirements of this Contract;
- b) Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Provider or made known to the Provider by the Commissioners;
- c) Be free from defects in design, material and workmanship and remain so for 12 months after they have been issued to a Service User or Prescriber.

The Provider shall ensure that the Equipment is properly packed and secured in such manner as to enable it to reach its destination in good condition.

The Provider shall obtain and maintain in force throughout the Contract all licences, permissions, authorisations, consents and permits needed to manufacture and supply the Equipment in accordance with the terms of this Contract.

3.3.1 Acceptance and defective Equipment

If any Equipment delivered by the Provider does not comply with the requirements of this Contract whilst in the possession of a Service User or Peripheral Store, then, without limiting any other right or remedy that the Commissioners may have, the relevant Commissioner may reject that Equipment and:

- a) Require the Provider to repair or replace the rejected Equipment at the Provider's risk and expense within five Operational Days of being requested to do so; or
- b) Require the Provider to repay the price of the rejected Equipment in full (whether or not the Commissioner has previously required the Provider to repair or replace the rejected Equipment); and
- c) Claim damages for any other costs, expenses or losses resulting from the Provider's delivery of Equipment that does not conform with the terms of this Contract.

The Commissioners' rights and remedies set out in this section are in addition to the rights and remedies available to them in respect of the statutory conditions relating to description, quality, fitness for purpose and correspondence with sample implied into this Contract by the Sale of Goods Act 1979.

The terms of this Contract shall apply to any repaired or replacement Equipment provided by the Provider.

If the Provider fails to promptly repair or replace rejected Equipment in accordance with the terms of this Contract, the Commissioners may, without affecting their rights under this Contract, obtain substitute products from a third party supplier, or have the rejected Equipment repaired by a third party, and the Provider shall reimburse the Commissioners for the cost they incur in doing so.

3.4 Provider staff expertise and training on Equipment

The Provider will have sufficient technically qualified and experienced staff to manage Equipment and provide the Service in accordance with legal requirements, manufacturer's instructions and Commissioners requirements, consistently across all locations in which the Service is provided. Staff will have regular information updates, and a training programme which ensures compliance with all legal requirements.

The Provider's staff will be qualified and competent in all aspects of the Service for which they are responsible, and have access to support and advice from more experienced members of staff, or direct from Equipment manufacturers and suppliers.

The Provider staff training and expertise for managing Equipment will include: safe manual handling, transportation, unpacking, assembly, adjustment to specification, fitting, installing, demonstrating safe use, servicing, testing, maintenance, disassembling; staff will understand the purpose and intended use of the Equipment, and any contra-indications to use.

The Provider will support Prescribers with technical advice on both Catalogue and Special Equipment. This will include offering telephone advice, on-line chat/skype or equivalent with the ability to view items of Equipment remotely, and if necessary visits to the Premises.

3.4.1 Specials

Unless specified to the contrary by the Prescriber, who will make their own arrangements, the Provider's staff will follow manufacturer instructions for the correct assembly, setup, installation and routine maintenance of new Specials and recycled Specials. When the Provider lacks experience or information to do so, the Provider will obtain instructions on and support with correct assembly, setup, installation and routine maintenance of new Specials and recycled Specials from manufacturers at no extra cost to the Commissioners. If this is not possible, for example an Equipment manufacturer or supplier insists on specialist installation by their own staff, the Provider will make the Prescriber aware of this as soon as they receive the Requisition.

3.5 Equipment Catalogue

The Provider will maintain an online catalogue providing all of the items in the Pricing Schedule and which includes as a minimum the following information:

- Category
- Item name
- Picture(s) and/or photograph(s)
- Provider Code
- Manufacturer part number
- Full Description
- Technical specifications
- Usage limitations / restrictions
- Allergy risks (for example contains latex)
- Details of linked items which must/may be ordered in addition to the item listed
- Link to manufacturer website
- Price
- If item can be posted
- If an item can be held in a Peripheral Store (as defined in the agreed Peripheral Store Policy)
- Whether item could be demonstrated, fitted and installed by the Provider
- Clinical Guidelines and eligibility criteria for issue, as agreed with the Commissioners
- Who is authorised to prescribe the item
- Indexes - sorted by product code, product name and product categories
- Search facility

The Commissioners acknowledge that availability of Catalogue Equipment may vary from time of placing Requisition to time of manifest (due to factors such as stock in cleaning or repair or pending supplier deliveries or collections from Service Users), so the Provider may wish to offer the option of turning on or off the display of availability of Catalogue Equipment to Prescribers. The Commissioners' expectation is that stock level display will be turned off, because the Commissioners expect the Provider to deliver Equipment on time, and the Provider will manage any exceptions and communicate with Prescribers and the Contract Manager as outlined elsewhere in this Schedule.

3.5.1 Specials catalogue (adults and children)

The Provider will maintain detailed up to date on-line catalogues of all Special Equipment for adults and children, as required in Sections 5 and 6 of this Service Specification.

3.6 Coding and tracking of Equipment

The Provider will have a system in place to ensure that all Equipment is tracked and traceable. The Provider must be able to identify the location of all Equipment whether in a Service Users home, Care Home or Peripheral Store in order to manage timely return of Equipment no longer required, and also to ensure that any Medical Device Alert or Field Safety Notice can be acted upon.

Equipment records will include:

- A unique reference number
- Location of Equipment (Premises, Peripheral Store, Service User's home)
- Service user name, address and contact details
- Prescriber name and contact details
- Maintenance history and next planned maintenance date
- Usage history

Records of Equipment held in stock or on loan may be required by the Contract Manager for insurance purposes.

3.7 Peripheral Stores

Peripheral Stores will be in premises owned and/or managed by Prescriber organisations on behalf of the Commissioner. They will hold a range of Catalogue Equipment as specified by the Commissioners. Peripheral Stores will be located in venues across the BNSSG area. A list of current locations is given in Appendix C, however the Commissioners reserve the right to change the number and location of Peripheral Stores over the lifetime of the Contract. Community Health services will in future operate from six locality hubs (three in Bristol, two in North Somerset and one in South Gloucestershire), which may become the main Peripheral Stores for community health and other Prescribers in each area.

The Provider will agree with the Contract Manager and monitor a minimum level of stock for each line of Equipment in each Peripheral Store.

Deliveries to Peripheral Stores will be charged at the price set out in the Pricing Schedule (Schedule 3A). Where required by the Prescriber Organisation, deliveries to Peripheral Stores will be on pallets.

3.7.1 Management of Peripheral Stores

It will be the responsibility of the appropriate Prescriber Organisation to manage the Peripheral Stores. Each Peripheral Store will have a named Peripheral Store manager, with named deputies if required and the Provider will be informed within five working days of any temporary or permanent change in the contact details of this person/people.

3.7.2 Peripheral Store manager responsibilities

The Peripheral Store manager will be responsible for:

- Managing security of and access to the Peripheral Store
- Ensuring that the Peripheral Store remains compliant with health and safety requirements
- Placing Requisitions for deliveries to the Peripheral Store
- Placing Requisitions for collection of used Equipment from the Peripheral Store
- Establishing time slot(s) and day(s) of the week when they will receive Peripheral Store deliveries
- Ensuring staff are available in a timely manner to receive Peripheral Store deliveries from the Provider
- At time of delivery, checking consignments of Equipment from Provider to Peripheral Store and notifying the delivery driver of any errors, omissions or non-compliant Equipment.

- Ensuring that Equipment issued from Peripheral Store is clean, in working order, and is accompanied by manufacturer's instructions and the general guidance leaflet for Service Users
- Ensuring that there is a procedure for Prescribers to follow for issuing and tracking stock from the Store which is compliant with and links to the Provider stock control system. This will include as a minimum details of :
 - Equipment issued (Provider code, unique reference, description)
 - Date of issue
 - Prescriber issuing the Equipment
 - Name, address and contact details of Service User receiving Equipment
- This system will be used by the Provider to track Equipment for the purposes of maintenance, repair, Medical Device Alert, Field Safety Notice and return at the end of the loan period

3.7.3 Provider support to the management of Peripheral Stores

The Provider will support the management of Peripheral Stores by:

- Advising on safe, hygienic storage of Equipment in Peripheral Stores, including a programme of spot checks
- Providing delivery notes matching to Peripheral Store Requisitions
- Establishing and agreeing with Peripheral Store managers time slot(s) and day(s) of the week when they will make Peripheral Store deliveries, and adhering to those times; if the Provider is unexpectedly delayed, or expects to be delayed, as soon as they become aware to immediately and notify the Peripheral Store manager or deputy
- Ensuring that deliveries to Peripheral Stores are received, checked and signed for by an authorised member of the Prescriber Organisation staff
- Unpacking, checking and assembling Equipment delivered to Peripheral Stores if required
- Ensuring that all Equipment is barcoded and traceable
- Updating the location of Equipment delivered to the Peripheral Store
- Adjusting Peripheral Store Equipment stock levels based on deliveries to and issues of Equipment from the Peripheral Store
- Notifying Peripheral Store managers of any Medical Device Alert of Field Safety Notice relating to Equipment which has been delivered to the Peripheral Store
- Ensuring that all Equipment delivered to the Peripheral Store is clean, safe and complete with all parts in good working order
- Ensuring that all Equipment has manufacturer's instructions for installation and safe use
- Providing and maintaining a stock of information leaflets as described in clause 2.8.1 below to be issued by Prescribers to Service Users with every item of Equipment
- Supplying posters to Peripheral Stores explaining to Prescribers the process and importance of booking Equipment out to Service Users from the Peripheral Store
- Replacing any Equipment rejected by Peripheral Store managers (or their deputy) as dirty, faulty or damaged on the next working day, at no extra cost
- Taking back excess stock on request
- Rectifying any items missing from the delivery on the next working day or, if documented, by written agreement with the Peripheral Store manager or their deputy, a later date
- Training and advising the Peripheral Store manager and other relevant staff on the procedures for running Peripheral Stores and how to use the Provider's system

The Provider will have a written agreement with Peripheral Store managers, approved with the Commissioners before the commencement of the Contract including, as a minimum:

- Process for Requisition, recording, issuing and return of stock
- Deadline for receipt of Requisitions to restock the Peripheral Store
- Time slots for Peripheral Store deliveries
- Minimum and maximum stock levels
- Default stock re-order quantities

The Provider will be able to run reports on request showing:

- Current stock held at the Peripheral Store
- Stock issued from the Store and currently on loan

- Equipment due for delivery to Peripheral Store

3.7.4 Ownership of Equipment in Peripheral Stores

Equipment delivered to Peripheral Stores will become and remain the property of the Commissioners until returned to the Provider and is ready for re-use as outlined elsewhere in this document.

3.7.5 Re-stocking Peripheral Stores

The Provider will ensure sufficient deliveries to maintain the Commissioners' minimum agreed level of stock in each Peripheral Store.

For each delivery to Peripheral Store, the Provider will supply the following information on paper or by e-mail to the nominated store manager, as a minimum:

- A delivery note showing the Equipment delivered
- Information to indicate which Requisition number, or scheduled delivery date, the Equipment delivered belongs to
- Information about any Equipment missing and why it is missing
- Information about anticipated delivery date / time of missing Equipment

For each delivery to Peripheral Store, the Provider must obtain, from an appropriate member of staff, proof of delivery, including as a minimum:

- Legible name of recipient
- Signature of recipient
- Date and time of receipt of delivery
- Confirmation that delivery information is accurate
- If the proof of delivery is not collected in full, is illegible or not available for inspection on request, the Commissioners reserve the right not pay for the items and associated delivery costs.
- If an item is out of stock, it will be delivered as soon as the item is back in stock (at no extra cost) not withheld until the next scheduled Peripheral Store delivery.

3.8 Management of catalogue Equipment stock levels

The Provider's systems, processes and procedures will ensure that, Catalogue Equipment stock levels are maintained and managed to ensure that delivery timescales and KPI are met.

3.8.1 Close Technical Equivalent

In the event that Catalogue Equipment Requisitioned by a Prescriber is out of stock and the requested delivery time scale would be missed, the Provider will instead supply a substitute or Close Technical Equivalent (CTE) product to that specified in the Catalogue. During the Requisition process, the Prescriber will be given the option to opt out of automatically using a CTE substitution. If opted out, and the Provider is out of stock of the Catalogue Equipment requested, the Provider must make contact with the Prescriber to notify them of the delay, as per the process noted elsewhere in this document. If the Prescriber then agrees to using a CTE, the Provider will follow this new instruction without having to place a new Requisition.

It is the responsibility of the Provider to ensure that any item of Equipment supplied as a CTE is clinically safe for use in combination with existing Catalogue Equipment.

The Commissioners will agree a CTE list with the Provider during the Mobilisation Period which both parties will review as necessary during the life of the Contract. This will be held on the Provider system to allow Commissioners and Prescriber Organisation representatives to review remotely.

Where a Catalogue Equipment item is out of stock, and the Provider fulfils the Requisition with a more expensive item that is a suitable CTE, the Commissioners will only be charged the cost of the original out of stock item, and not the cost of the more expensive item. All

such instances will be clearly reported in the monthly invoice, so that they can be reported to the Commissioners.

When one or more lines of Equipment on a multi-line Requisition are out of stock and no CTE are available, the Provider will be expected to deliver in time the lines that are in stock, returning as soon as possible with any out of stock Equipment line(s). No charge will be made for second (or subsequent) delivery when a second (or subsequent) delivery is required to fulfil a Requisition where an item was initially out of stock, and the Prescriber decided not to take a substitute CTE, thus delaying the Requisition. All such instances will be clearly reported in the monthly invoice, so that they can be reported to the Commissioners.

3.9 Warranty of Equipment

The Provider will ensure that all Equipment has a warranty attaching to it, for the benefit of the relevant Commissioner, which confirms (at a minimum) that it meets the standards and specification set out in this Contract. Such warranty shall be valid for a minimum of one year from date of issue of a piece of Equipment to a Commissioner, regardless of whether the Equipment has been newly purchased or has been recycled., The Provider will not charge the Commissioners for any repairs during the warranty period unless outside the terms of the warranty. The Provider will comply with the conditions necessary to maintain the benefit of any Manufacturer's warranties

3.10 Catalogue Equipment review process

The Catalogue Equipment review process will be led by the Commissioner Equipment Review Group which will meet at least quarterly with the Provider for this purpose.

The Provider will take an active role in finding and promoting good value in provision of Equipment, including monitoring Equipment used in Contracts elsewhere or Equipment new to the market, looking for competitive prices, taking account of quality and longevity of products. The Provider is responsible for ensuring that Contract Manager is advised of cost effective alternatives, including providing evidence that every effort has been made to negotiate a best market price. The Provider will also support the Equipment Review Group to identify replacement items where an item is no longer fit for purpose, or where new, emerging technologies provide a more clinical appropriate solution.

The Provider will have a flexible approach to changing the catalogue whilst maintaining continuity of supply and avoiding products being scrapped or the need for purchasing of Specials.

3.10.1 Identifying and highlighting frequently used Specials

The Provider will advise the Contract Manager of any Specials that are issued or procured new on more than 10 occasions in any 12 month period, and will negotiate with the Contract Manager to discount prices and to transfer the Equipment to standard Catalogue, if required by the Commissioners.

3.10.2 Processes for changes to Catalogue

The Provider will make changes to the Catalogue as soon as possible after being authorised by the Contract Manager on behalf of the Commissioners.

Changes to the Catalogue may occur for reasons such as discontinuation by manufacturer, changes in Service provision, or decisions on price, quality or functionality. The Contract Manager will approve changes to the catalogue on behalf of the Commissioners.

The Provider will ensure they have well documented, clearly understood procedures and options, agreed by the Commissioners, for dealing with changes to the Catalogue, taking account of cost and operational implications for the Commissioner, for example:

- Stock in the Premises

- Stock in Peripheral Stores
- Equipment on loan to Service Users

In order to facilitate decision making relating to changes to the Catalogue, the Provider will supply information to the Contract Manager, including:

- Location
- Quantity
- Value
- Qualitative information such as
 - Average and expected lifespan of products
 - Warranty
 - Repair, servicing and maintenance costs
- Financial implications, with timescale for impacts
- Compatibility of Equipment
- Compliance with safety guidance
- Third party supply lead times
- Third party supplier track record
- Anticipated timescales of changes.

The Provider will support the Commissioners in determining the cost effectiveness of any potential catalogue change by providing information on the timescale for implementation, financial impact and estimated timescale for realisation of benefits, taking account of Equipment already on loan and in storage.

The Provider will provide accurate and timely information in order to inform judgements about cost and quality, including but not restricted to:

- Future costs of maintenance, repair and parts for catalogue Equipment items.
- Experience of quality and cost effectiveness of products used in other Contracts, the warranties provided, costs of parts and servicing.

Changes to the Catalogue may result in:

- Addition – a new item will be added, with no current equivalent
- Revision – where a new item supersedes a current item
- Discontinuation – an existing item will be removed and will not be replaced.

For additions and revisions, where a new line is being introduced, the Provider will:

- Source quotations for potential new Catalogue Equipment lines within seven working days of request
- Draft new Catalogue page with details of agreed new Equipment and add details to the on-line Catalogue and correctly set up the on-line Requisition system for Prescribers to Requisition the Equipment within 15 working days of request and by the time stock is on the Premises
- Obtain stock of new lines of Equipment.

The time taken for the Provider to obtain stock of new Equipment lines will depend on third party supplier lead times; the Provider will keep the Contract Manager informed about anticipated implementation timescales.

When the Commissioners change a Catalogue item due to price, the Provider will cease to buy any further stock of the current item. The Provider will continue to collect and credit for old items, and will only dispatch the new replacement item if all existing stock has been issued and there are no recycled items in stock. Old items will be charged and credited at the old price, new items at the new price. The catalogue will not be changed from the old item until the ratio of issuing of new Equipment reaches a level that warrants changing the catalogue, suggested at 50%. If possible the old item will continue in use a Close Technical Equivalent to the new item. In any case, the Provider will endeavour to make full use at least cost to the Commissioners of the old items. Hence why, before any changes are agreed, the Provider will outline the financial implications, with timescale for impacts.

Before any decisions are made about discontinuation from the Catalogue, the Provider will ensure the Commissioners understand the financial implications of various options for any existing stock. For example, options are expected to include:

- Provider to move stock to another Contract
- Pass existing stock to charity
- Scrap
- Use as Close Technical Equivalent for another item
- Use as a Special
- How long discontinuation is expected to take.

3.11 Catalogue Equipment special requirements

3.11.1 Lifting and handling Equipment

The Provider will ensure that all Lifting Equipment including powered bath lifts is inspected and maintained by a competent person as defined in HSE LOLER guidance. All Lifting Equipment must be clearly labelled showing date of last inspection and due date of first or next inspection.

Slings must be clearly labelled with supplier product code, Provider product code, unique product number (EIN), date last inspected under LOLER guidance and date first or next check due, along with clear instruction to the Service User and/or carer that the labelling and/or tag must not be removed in any circumstance.

3.11.2 Mattresses

The Provider will check and test integrity of mattresses in line with manufacturer's guidance and infection control protocols. A record of date of check and test will be kept with each mattress. When a mattress fails a safety test and cannot be repaired on site it should be replaced and the faulty mattress repaired at the Premises. Where the mattress cannot be repaired and if there is no CTE the Provider must contact the lead commissioner or nominated pressure care clinical lead. Under no circumstances should a client be left on a faulty mattress, without there being a clear action plan in place.

3.12 Recycling of Equipment

3.12.1 Recycling targets

The Provider will work with the Commissioners to achieve and maintain high rates of recycling through the lifetime of this Contract, and to use all options available to them in order to do so.

The key performance indicators in Schedule 4 set targets for recycling rates for this Contract.

Recycling rates will be monitored through the monthly management information report which will include a breakdown of both Catalogue and Special Equipment by quantity and value:

- Equipment recycled as a percentage of Equipment collected
- Equipment recycled as a percentage of Equipment delivered

3.12.2 Recycling of catalogue Equipment

Catalogue Equipment will be recycled as many times as possible provided that it can be reissued in a condition which is safe, hygienic and compliant with manufacturer instructions, and has not been subject to any Medical Device Directives.

Equipment will be cleaned, decontaminated and repacked compliant with Manufacturers' Instructions, Health and Safety Legislation and MHRA guidance.

Recycled Equipment must be inspected before leaving the Premises to ensure that it is clean, sterile, safe, and complete with all parts and manufacturer's instructions.

3.12.3 Recycling of Specials

See Section 5 of this schedule.

3.13 Planned servicing, testing and maintenance

The Provider must ensure that Equipment is serviced, maintained and tested at a frequency in accordance with the manufacturer's requirements. The Provider management information system will show the dates when servicing and maintenance are due and date completed. Failure to meet the due date should be included in the monthly performance report. All items of Equipment should be clearly marked with dates of last and next (or first) inspection.

The Provider will be expert in all legislative and other guidance and good practice relating to the Equipment used in the Service, including Lifting Operations & Lifting Equipment Regulations (LOLER), Portable Appliance Testing (PAT); that is to say guidance issued by bodies such as the Health & Safety Executive (HSE), Medicines and Healthcare Products Regulatory Agency (MHRA), National Patient Safety Agency's (NPSA), Health Protection Agency, The Infection Prevention Society (IPS) formerly the Infection Control Nurses Association (ICNA), The Royal College of Nursing (RCN).

Planned Servicing, Testing and maintenance may take place on the Premises, in the Service User's home or place or residence, or in Peripheral Stores.

Where more than one item of Equipment at one location requires maintenance or servicing, the work will be scheduled to service items together, in order to minimise disruption to the Service User, and minimise costs to the Commissioners.

All servicing, maintenance and testing will be recorded on the on-line service record for that item of Equipment. Any handheld or written records in the Service User home/place of residence will also be updated

Where the Provider is unable to service Equipment due to technical complexities, or existing warranties, the commissioner may require that servicing, testing, maintenance and repair of specified Equipment is subcontracted to a nominated specialist Provider, within the price. For Special items the Provider will support the Prescriber to identify an appropriate maintenance contract at cost to the Commissioners.

3.14 Repairs

The Provider will manage a repairs service covering all Equipment loaned by the Service (Catalogue and Specials), comprising the following levels of response (as defined in clauses 3.13.1 and 3.13.2 below:

- Urgent during standard operating hours
- Urgent out of hours
- Non-urgent

Requests for repairs will come from Service Users, carers, families, Prescribers and others with a connection to the Service User.

Requests will be submitted, usually by telephone, at any time of day or night. The Provider will have clear protocols and guidance available to all who need it around how to make requests by telephone, on-line, or by email. This will include criteria for approval of urgent standard operating hours and urgent out of hours requests.

Prescribers may occasionally obtain quotations for repairs from a third party, but will order the repair via the Provider. This is likely to be the case for complex Equipment.

The Provider will:

- Take receipt of all requests for repairs immediately they are called in

- Determine upon receipt if the request is Urgent or not
- Resolve the request within the response times outlined below
- Where possible resolve requests remotely, on the telephone
- Only attend in person if the situation demands
- Update Service User and Equipment records
- Adjust planned Servicing, Testing or Maintenance records as appropriate
- Keep records of all requests and responses (to indicate when, why and from whom request received and action taken)
- Manage all aspects of Equipment warranty cover
- Obtain quotes for repairs and parts
- Send detailed technical reports to named contacts, when required, with reasons why the Equipment is no longer functioning
- Monitor trends in order to identify:
 - Equipment lines that are disproportionately faulty
 - Service Users who abuse Equipment or the system
- Send data to the Contract Manager.

If the Provider cannot make contact with the Service User, carer or family to resolve the request, they will update their records and immediately advise anyone who should know, the Prescriber and/or the person who reported the fault.

The Provider will make a repair, or supply a like for like replacement or use a Close Technical Equivalent (CTE), whenever possible, without reference for Authorisation, up to a financial limit of £250 or 50% of the replacement price whichever is the lower, provided it is safe to do so.

If an item cannot be repaired on-site by the Provider technician, the Provider will contract the manufacturer to obtain a quote for repair. Where the cost is over 50% of the price of a new alternative, or £250, whichever is the lower, the Provider will seek approval from the Contract Manager.

When the Provider requires Authorisation to make a repair or replacement, they will supply sufficient information by means of a technical report, to include as a minimum:

- Name, address and contact details of Service User
- Name, brand, model & type of Equipment
- Unique identifier of the item
- Age of item
- Value of item
- History of usage, that is to say purchase date, usage by Service Users
- Diagnosis of the defect and parts required, if any
- Recommended course of action, if appropriate
- Quote for repair, if repair possible
- Timescale for repair

During the Mobilisation Period, the Provider will agree a process with the Commissioners for submitting and responding to these technical reports for repairs.

If the Provider does not provide the minimum information about the repair then the Provider will have to revisit free of charge in order to make the information available.

The Provider will charge for repairs service at the price set out in the Pricing Schedule. No charge will be payable for repair to Equipment still under the Provider or manufacturer warranty where the repairs required are covered by the warranty.

The Provider will be responsible for making warranty claims from manufacturers, except when the Equipment was purchased directly by the Council or Prescriber under which circumstances the warranty and responsibility for claims will belong to the Council or whoever purchased the Equipment.

The Provider will advise the Contract Manager if they recommend a review of particular lines of Catalogue Equipment that suffer disproportionate levels of breakdown.

The Provider will advise the Contract Manager, of any Service Users who seem to be abusing the Equipment or responsive repairs system, that is to say making unnecessary calls for repairs.

3.14.1 Urgent repair

A Service User will qualify for an urgent repair when they cannot manage without an item of Equipment for more than four hours, or where use of or lack of the Equipment is causing or could cause harm or danger. The Provider will respond to and resolve Urgent repairs (out of hours and in standard operating hours) within four hours

3.14.2 Non-urgent repair

All other repairs will be completed within five working days of receipt of request or sooner where the use of or lack of the Equipment would cause harm or danger.

3.15 Waste storage and disposal

Any breaches of waste management standards must be notified to the appropriate Regulator and reported as an incident to the Contract Manager.

3.15.1 Waste management on Provider Premises

The Provider must ensure that there is segregated space in all relevant facilities for waste storage.

The Provider is responsible for ensuring that all waste contractors which they use have valid waste carrier registration and can evidence that waste is legally disposed of. The Provider will ensure that all waste transfer notes and consignment notes are retained for the length of time required by law.

Hazardous waste must be disposed of in compliance with the requirements of the Environment Agency (including Premises registration).

The Contract Manager reserves the right to undertake inspection and audit of waste management arrangements.

3.15.2 Waste Management in Service User's home (including Care Homes) and Peripheral Stores

The Provider is responsible for removal of waste directly related to the delivery and collection of Equipment including packaging. In no circumstances should this be left on the Service User premises. The Provider is not responsible for removing any other waste, not directly linked to the provision of Equipment on behalf of the Service User. All waste should be recycled wherever possible.

3.16 Scrapping of Equipment

Catalogue Equipment that is beyond economic repair or otherwise cannot be reused will be scrapped. Any item with initial purchase value of over £250 cannot be scrapped without authorisation of the Contract Manager or other representative(s) nominated and agreed by the Commissioners.

The following information will be provided to inform a decision about scrapping:

- Name, brand, model and type
- Age and usage history including number and duration of usages
- Value

- Diagnosis of defects
- Cost of repair including replacement of parts
- Timescale for repair

The Provider monthly management information report will detail the quantity and value of Equipment recycled and scrapped, with reasons for scrapping

The Provider will be responsible for all costs of scrapping Equipment. Equipment should be disposed of in the most environmentally friendly way with maximum re-use of component parts.

The Provider may, by agreement with the Contract Manager, pass Equipment which is no longer suitable for this Contract but is still safe and useable to charitable organisation in the local area, UK or overseas.

Where a line of Equipment is being regularly scrapped and can't be recycled this will be reported to the Contract Manager in order that alternative options can be considered.

3.17 Equipment purchased by Service Users using Personal Budgets

Service Users may use schemes operated by the Council and NHS such as 'Direct Payment' (DP) or 'Personal Health Budget' (PHB) to purchase Equipment themselves to meet assessed needs. The Provider will offer the option for the Service User to purchase Equipment including costs of delivery, installation and on-site maintenance and cleaning. The Equipment will become the property of the Service User.

3.18 Provision of Equipment in Care Homes

The Provider will operate in accordance with the agreed local policies for provision of Equipment to residents of Care Homes (residential Care Homes without nursing or Care Homes with nursing). These policies will be supplied to the Provider by the Commissioner during the Mobilisation Period.

The Provider must have a system in place to track the issue and return of Equipment on loan under the scope of this Service to named residents to enable the Contract Manager to obtain an accurate record of assets in Care Homes. The Provider should notify the Contract Manager if they are unable to collect Equipment from a Care Home, or unable to gain access to service Equipment.

The Commissioners encourage the Provider to offer an 'Equipment Hire' and 'direct Equipment sale' service for Care Homes, at no cost to the Commissioner. This will be a private business arrangement between the Provider and Care Homes to enable Care Homes to hire or buy Equipment directly from the Provider.

Section 4 – Delivery and collection of Equipment

4.1 Activity speeds

The Provider will offer the Activity options as set out in the Pricing Schedule. These are defined as follows:

- Out of hours: Requisition received and Activity completed outside of standard operating hours
- Same day: requisition received before 16.00 and Activity completed within standard operating hours on that working day
- Next day: requisition received within standard operating hours and activity completed within standard operating hours on the next work day
- Three/five seven day: activity completed within standards operating hours within the number of working days specified
- Counter collection by Prescriber: within standard operating hours only. The Prescriber must give four hours notice to the Provider

Activities will be managed and combined in order to minimise the number of visits per Service User and minimise the cost to the Commissioners.

4.2 Joint visits

The Provider will offer Prescribers the opportunity for pre-booked one hour timed delivery slots, where it is essential for the Prescriber, carer or other health professional to be in attendance when Equipment is delivered by the Provider. Timed delivery slots must be booked in advance. The Provider may limit the number of timed slots per day subject to capacity; the Commissioners will agree criteria with the Provider during the Mobilisation period.

4.3 Notification to Service User, carer or family member

The Provider will contact the Service User or their carer at least one working day before Activity (delivery, collection or other Activity) due date to advise when the Activity will be carried out.

The Provider will offer as a minimum a four hour time slot. If the Provider system allows, they will offer narrower time slots. In any case, the Provider will attempt to refine this into narrower time slots, particularly on and during the expected Activity date and keep the intended recipient and Prescriber updated on progress.

Service Users will be notified if their agreed time slot will not be met and offered an alternative. If they are unable to accept a later delivery slot then a new delivery will be arranged, which should be within the same activity speed as the original Requisition (except for same day deliveries which may be next day). No charge will be made to the Commissioners for the new activity, unless the Provider and Contract Manager have agreed in advance that major incident conditions apply in accordance with clause 4.8 below.

The Prescriber will supply to the Provider contact details for the recipient (whether Service User, carer or family member) and their preferred method of contact (phone call, SMS text, e-mail or other). If information supplied by the Prescriber is incorrect this must be reported immediately to the Prescriber and logged as an incident in the monthly report to the Contract Manager.

4.3.1 Delivery arrangements

The Prescriber will inform the Provider if the delivery is to be accepted at an address or by a person different from the intended Service User. No alternative address or person may accept a delivery. The Provider's system will record the intended Service User and the location of the Equipment, and allow the Prescriber to update this. For example: Prescriber has Equipment delivered to their office and takes it to the Service User home address;

Prescriber has Equipment delivered to a neighbour or family member who will take it to Service User home address.

The Provider must comply with any special delivery instructions which the Prescriber includes in the Requisition.

The Provider will leave an information card if a delivery cannot be made because the recipient does not respond. The card must be completed legibly and will include details of

- The time and date of the attempted delivery
- Contact details to rearrange the delivery
- What will happen if no contact is made with the Provider

Recipients of this Service are likely to be frail and/or vulnerable therefore must be allowed sufficient time to answer the door before an information card is left. If there is no answer at the door, the Provider will, unless instructed to the contrary, telephone the Service User or recipient from the doorstep to ascertain their whereabouts.

4.4 Proof of Activity Completion

Proof must be obtained that the Activity has been attempted, completed or failed.

In the case of failed attempted Activity, proof of the attempt should be retained with evidence to back this up.

Proof of Activity will include confirmation that:

- All Equipment on the Requisition has been delivered or collected etc., with any items missing clearly identified
- All Equipment was complete with no missing parts
- Equipment delivered or moved has been assembled, adjusted and installed as required
- Safe use of the Equipment has been explained and demonstrated to the Service User and/or their carer
- Equipment instructions have been left with the Service User
- Information about the general conditions of Service (the leaflet) have been given to the Service User and/or their carer

Proof of Activity must be timed and dated and must have a legible name of the recipient and signature. The Service User and/or their carer should have the opportunity to note if any of the above conditions have not been met. Records should be kept for at least 24 months for audit purposes.

The Commissioners reserve the right to withhold payment if fully compliant proof of Activity is not available.

4.5 Failed and cancelled Activity

The Prescriber must be informed immediately, by their preferred contact method, of the failed Activity, with sufficient information to take remedial action if required. The Prescriber or their nominated representative must supply new instructions within ten working days. If no contact is made within this time period the Activity will be cancelled.

Any change to the Activity date or time must be notified to the Prescriber and the recipient by their preferred methods of contact, with details of the new proposed date and reasons for the cancellation. All cancelled Activities will be logged and reported monthly to the Contract Manager.

When an Activity cannot be completed without moving furniture or because inaccurate access information has been given, this will be logged as an incident and reported monthly to the Contract Manager. The Prescriber will be informed before the end of the same working day with details of the remedial action required. The Prescriber will be responsible for rearranging the Activity with measures in place to rectify the identified problem.

4.6 Major incidents affecting Activity times

Major incidents affecting Activity times may include, but are not restricted to, extreme weather conditions, major road traffic incidents, industrial action.

The Provider must notify the Contract Manager immediately on becoming aware of conditions which might constitute a major incident

Criteria will be agreed by the Commissioners and notified to all Prescribers for deliveries which can be identified as high priority which will take precedence if there are delays caused by major incidents. The Provider will be able to identify and/or allow Prescribers to identify and prioritise these activities.

4.7 Equipment condition

Equipment delivered will be clean, sterile, safe to use, in good working order and complete with all parts. Equipment delivered that does not meet this requirement will be replaced, repaired or rectified by the Provider at their cost, within one working day of the Provider being advised of non-compliance.

4.8 Safe installation of Equipment

The Provider must ensure that where Equipment requires assembly, adjustment or installation this is completed to the standard specified on the Requisition.

If there are unacceptable safety risks in the location, such as electrical, fire or gas faults, the delivery should not be completed and should be returned to the Provider Premises. This will be logged as an incident for the monthly report and the Prescriber must be informed within one working day so they can take remedial action. If a hazard poses an immediate threat, the Provider must advise the Service User or their carer to take immediate action.

4.9 Instruction to leave Equipment uninstalled

The Prescriber may request that the Provider does not install or set up the Equipment. This request will be included as special instructions on the Requisition and will include reasons for the request so that the Provider staff can inform the Service User and/or their carer.

If the Provider is unclear about the instructions given by the Prescriber, they must contact them to clarify before leaving equipment on site.

4.10 Information to be supplied

All Equipment will be supplied with written instructions and a link to any on-line information and/or video instructions if available. Written instructions must be easy to follow, in plain English and accompanied by visual instructions on fitting, safe use, warnings and safety information, cleaning and maintenance requirements. The Manufacturer instructions can be used if they comply with these requirements.

In addition, recipients will be given the standard leaflet explaining the terms and conditions of the Service as set out in clause 2.8.1 above.

All Equipment must be clearly and durably labelled as being on loan with the contact number to request maintenance, repair or collection.

4.11 Equipment moves between addresses

A Prescriber may request that Equipment is moved from one location to another on a permanent or temporary basis. Equipment should be returned to the Provider Premises and cleaned before transfer to the new address for infection control purposes.

Where the Provider becomes aware that a Service User has transferred Equipment without informing the Provider or Prescriber, they will update the user record and inform the Contract Manager.

Under the Provisions of the Care Act (2014), where a BNSSG resident moves to a new location, they have a right to take Equipment with them. The Provider will be responsible for any removal of equipment outside the BNSSG area up to 50 miles from any point in the BNSSG boundaries, within the price. Where a move is further than 50 miles the Contract Manager may request the Provider to provide logistical support to arrange the removal of Equipment, at the cost of the responsible Commissioner. The Contract Manager will arrange for transfer of ongoing maintenance and repair of any Equipment permanently moved outside the BNSSG area to the appropriate service provider in the new area of residence.

Charges for collection, delivery and cleaning if required under this clause will be in accordance with the Pricing Schedule.

4.12 Requirement to collect, dismantle, maintain, clean and return Equipment

Where an item of Equipment requires deep cleaning or maintenance which cannot reasonably be carried out by the Service User, their carer or family, the Prescriber may request that Equipment is collected and returned to the Provider Premises or if necessary to a specialist supplier. The collection, cleaning, maintenance, delivery and reassembly will take place within the same working day. If this is not possible for any reason, the Service User will be supplied with an alternative item of Equipment at no extra cost to the Commissioners.

The Prescriber must give at least five working days' notice where this service is required.

4.13 Support for return of unwanted Equipment

The Provider will support the Commissioners in encouraging Service Users, their families and carers to return unwanted Equipment which has been provided under this Contract. This will include:

- Provision of information by Provider to and arrangements for the Provider to collect Equipment from:
- GP surgeries, clinics and health centres
- NHS hospital Trust premises across BNSSG
- Local Authority Civic Amenity / Household Waste Recycling depots
- Special Schools
- Children's Centres
- Care Homes (nursing and / or residential)
- Others as required by the Commissioners

4.14 Supply of Equipment to Prisons and Secure Estate

The Commissioners are responsible for the provision of Equipment to meet the health and social care needs of young people, men and women in the following Prisons/Secure Estate:

- HMP Bristol
- HMP Eastwood Park
- HMP Leyhill
- Ashfield YOI

Deliveries to prisons and secure estate must be notified in advance and the Provider's staff must ensure they have suitable identification documents.

Section 5 Special Equipment

5.1 Application of specification requirements to Special Equipment

Unless otherwise stated the requirements set out in this specification also apply to Special Equipment. This section sets out additional requirements for management of non-catalogue Equipment known as Special Equipment or 'Specials'.

The Provider will be required to purchase, deliver, collect, clean, store, and recycle (enable re-use of) non-Catalogue Special Equipment on behalf of the Commissioners.

Special Equipment remains the property of the purchasing commissioner throughout its lifecycle.

The Provider will manage the planned and reactive maintenance and repair of Specials. If the Provider is unable to do this due to the technical nature of the Special item they must make the Prescriber aware when they place the Requisition, so that the Prescriber can arrange for maintenance.

The Commissioners may require that servicing, testing, maintenance and repair of specified Equipment is subcontracted to a nominated specialist Provider.

The Provider will ensure that there is expertise, such as a qualified occupational therapist or equivalent, to support Prescribers' clinical decision making in respect of both adult and children's Specials. Prescribers will be able to access timely, clinically informed advice to facilitate prescribing decisions.

The Provider will ensure that all items of Special Equipment are complete and fit for purpose, that they are fully and accurately described in the catalogue including any restrictions on usage with guidance on age appropriateness and/or contra-indications to use.

5.2 Online system for Requisition of Specials

The Provider will have in place a clear, easy to use online system for viewing details of and Requisitioning new and recycled Specials that includes Authorisation levels requested by the Commissioners. The Provider will instruct and advise Prescribers on the use of this system.

Prescribers requisitioning new items of Special Equipment must be advised if an identical or Close Technical Equivalent item is already in stock. Prescribers will only be permitted to refuse a recycled item of Equipment on the grounds of clinical suitability with the permission of the Contract Manager, or their delegated representative.

5.3 Procurement of new Specials

The Provider will be required to purchase all new Specials which are requisitioned on behalf of the Commissioners. The Provider will invoice the Commissioners for this Service as per the Pricing Schedule

The Provider will ensure that they obtain best value when procuring Specials and will be prepared to demonstrate this if requested by the Contract Manager. If, due to the relationship the Provider has with a supplier, trade discounts or the Provider's knowledge of suppliers, savings can be made on the quotation obtained by the Prescriber, these savings will be passed on to the Commissioners, in which case the Provider will inform the Prescriber that an alternative supplier has been used to obtain the same product at a better price.

The Provider will offer the option of the Provider obtaining quotations for new Specials to a specification provided by Prescriber.

Specials may be delivered either direct to Service Users by manufacturer or third party supplier, or via the Provider Premises in which latter case the Provider will deliver the Special.

See below requirements for directly delivered Specials regarding labelling, tracking and making sure Service Users have correct information.

The Provider will:

- Order the Equipment stipulated by the Prescriber, subject to note above about finding best value
- Track and expedite the progress of the Requisition
- Communicate to the Prescriber by email the estimated delivery date and communicate any delays (for further details, see above section on communicating with Prescriber)
- Notify the Prescriber when the Equipment has been delivered.

5.4 Direct delivery of new Specials

The Provider will allow Prescribers to Requisition via the Provider new Specials that will be delivered and if required set up and installed by a third party supplier / manufacturer, rather than by the Provider. In such cases, all the Service elements will apply as though it had been delivered and installed by the Provider including monitoring, labelling, tracking, servicing, repair and maintenance, and the Provider will be responsible for overseeing safe and timely installation, and ensuring that the third party complies with the terms of the Requisition. In such cases, the Provider will:

- Keep the Prescriber informed about the progress of the Requisition including completion of delivery
- Obtain a copy of the delivery note
- Obtain and keep a copy of the manufacturer instructions
- Ensure that the item is barcoded for tracking and that the Service User and/or their carer have been supplied with manufacturer's instructions for use
- Obtain and keep a record of manufacturer warranty
- Update their records with details of planned maintenance requirements

5.5 Procurement of Specials direct from suppliers

The Commissioners reserve the right in exceptional circumstances to procure, and allow Prescribers to procure, Specials direct from manufacturers or suppliers, bypassing procurement through the Provider. In such cases, the Contract Manager or Prescriber will supply full details to the Provider who will record details of the Equipment, Service User and location, in the same detail as if it was procured by the Provider. In such cases, all the Service elements will apply as though it had been procured through the Provider including monitoring, labelling, tracking, servicing, repair and maintenance.

5.6 Cataloguing and Tracking of Special Equipment

The Provider will label all Specials in a similar way to Catalogue Equipment, with a unique reference number and contact and ownership information as described for Catalogue Equipment, enabling the entire history of each Special to be captured and maintained throughout its life.

The Provider will ensure that each item of Special Equipment including items delivered direct to the Service User or procured direct by the Commissioners is uploaded to the Specials Catalogue including the following information:

- Category
- Photograph(s) of the complete item as supplied
- Make
- Model / Version
- Manufacturer reference number / product code
- Manufacturer serial number
- Size (e.g. Small, Medium, Large)
- Technical description
- Functions
- Component materials

- List detachable parts that form part of the Equipment
- Dimensions

Dimensions must include all dimensions that a manufacturer / supplier would provide in the original specification or brochure.

- Service User Height and Weight limits
- Suitability criteria, including age appropriateness
- Safe working load
- Warranty
- History (age and, through tracking, usage)
- Servicing requirements (nature, frequency, history)
- Condition (new or used)
- Notes on condition: The notes about condition will state if a previously issued Special is in full working order and ready to be issued. If not ready for re-use, the notes will state what is required, possible cost and the estimated timescales to make it ready for re-issue.

The Catalogue must include full information about each item to allow Prescribers to determine suitability to meet the needs of individual Service Users

The Provider will track the history of usage, service, repair and age of all Special Equipment and provide any planned or reactive maintenance, either under warranty from the supplier or otherwise.

5.7 Recycling or reuse of Specials

The Provider will collect Specials no longer required by Service Users, or Service Users, carers and families may return them to the Provider Premises. Upon return to the Provider Premises Specials will be processed through cleaning and refurbishment.

Where a returned Special requires significant repair or refurbishment (i.e. at a cost of over £250, or 50% of the item value whichever is the lower), the cost will be agreed in advance with the Contract Manager or other representative(s) nominated and agreed by the Commissioners.

Within three working days of collection of recycled Specials the Provider will ensure they have added details of the collected Special to the on-line requisition system, including where repairs have been completed or are pending, to enable Prescribers to consider for re-use and the Provider will ensure that the availability of a Special is up to date.

Prescribers will sometimes need to reserve a Special so that they can inspect it or trial it in a suitable location with a Service User. Therefore the Provider's on-line system will allow reservation of a Special in storage. The Provider will ensure that any procedure to reserve Specials is time limited so that reservations are cancelled after 10 working days, to make them available again for loan.

The Provider's on-line requisition system will show if a Special is:

- Available to reserve or Requisition
- Reserved
- On loan

5.8 Storage of Specials

The Provider will ensure that where Prescribers or the Contract Manager need to view, test or trial items of Special Equipment, they can find the item or items including all parts and accessories within four hours.

The Provider must keep Specials in storage clean, dry, and secure.

All Special Equipment will be grouped logically and systematically so that similar Equipment is kept together.

The Provider system will allow the Contract Manager to identify which Commissioner (Bristol City Council Adults, Bristol City Council Children, South Gloucestershire Adults, South Gloucestershire Children, BNSSG CCG) originally purchased and owns the Equipment. The Provider must record and indicate in the Premises to which Commissioner each Special belongs

5.9 Hire of Specials

The Commissioners wish allow Prescribers to Requisition hire of Equipment, for example to hire complex, specialist or bariatric Equipment, in order to facilitate short term loans to Service Users, for example to facilitate hospital discharge or short term rehabilitation. The price for this Service will be agreed on a case by case basis, effectively as a Special.

The Provider will facilitate this hire option and in order to avoid lengthy and costly hire, ensure there are procedures and mechanisms in place to ensure that hire is time limited and that Prescribers, Service Users and / or carers are prompted to get Equipment returned to the supplier at end of hire period.

Section 6 – Children’s Equipment

6.1 Application of specification requirements to Children’s Equipment

Unless otherwise stated all the requirements in this specification also apply to Children’s Equipment. This section sets out the additional requirements which the Provider must comply with in respect to Equipment for children and young people.

The Equipment Catalogue will enable Prescribers of Equipment to children and young people to immediately identify Equipment suitable for use by children and young people.

With regard to Equipment for use by Children and Young people the on line catalogue will state:

- height and weight limits
- suitability criteria, including age appropriateness.

Where a Prescriber needs to see or test children’s Special Equipment which is located at the Provider Premises, the Provider will ensure that any item or group of items including all accessories can be accessed with a maximum 4 working hours’ notice

6.2 Technical support

The Provider must have dedicated staff capacity to support the management and recycling of Children’s Equipment including:

- A full time children’s Equipment specialist, with the knowledge and skills necessary to deliver a quality service. The job description and person specification will be agreed during Mobilisation Period with Commissioners’ children’s Equipment leads. This may require the Provider to work co-operatively with agreed subcontractors.
- Technical support for Prescribers to advise on the suitability of Equipment for children and young people based on their individual needs and requirements
- Technical support for Prescribers on the safe and effective use of Equipment
- Promoting maximum recycling of children’s Special Equipment

The Commissioners reserve the right to place their technicians on the Provider Premises to facilitate the recycling of Specials

Section 7 Policies and procedures

7.1 Organisation policies

The Provider will have written policies and procedures, available on request, including:

- Safeguarding children and vulnerable adults (incorporating Mental Capacity Act and Prevent)
- Compliments and Complaints Handling
- Recruitment, Training & Retention
- General Data Protection Requirements
- Privacy / Confidentiality
- Freedom of Information
- Equalities
- Risk Assessment and Management
- Health & Safety
- Fire Safety
- Lone working
- Quality Assurance
- Infection Control & COSHH
- Moving and Handling
- Whistle Blowing
- Service User's Property.

7.2 Equipment management standards

The Provider will comply with the requirements of the following:

- CECOPS or equivalent
- Lifting Operations and Lifting Equipment Regulations (LOLER)
- Portable Appliance Testing (PAT)
- Health and Safety Executive (HSE)
- Medicines and Healthcare Products Regulatory Agency (MHRA)
- Health Protection Agency (HPA)
- National Institute of Health and Clinical Excellence (NICE)
- Infection Prevention Society
- Manual Handling Operation Regulations (MHOR)
- Provision of the Use of Work Equipment 1998 (PUWER) covering Equipment not covered by LOLER

7.3 Privacy and dignity

The Provider's staff will treat Service Users, carers and families with respect and dignity at all times. They will adopt a professional demeanour, being particularly sensitive in situations where there is serious illness or bereavement, avoiding behaviour of any kind which causes offence.

Nothing concerning Service Users, carers and families may be discussed by any Provider staff member with anyone other than their manager, and where necessary others in the Provider's staff team, the Service User's Prescriber, the police in the course of a pertinent enquiry or others with the express permission of the Service User, or those required and covered by safeguarding procedures.

The Provider will ensure that all appropriate measures are taken to maintain the privacy of Service Users, carers and families in accordance with the Data Protection Act, Freedom of Information Act, The Mental Capacity Act, and the Provider's confidentiality policy. The Provider will have written policies concerning the management of information in accordance with the Data Protection Act, General Data Protection Regulations and other legislation.

Service Users and their carers or representatives will be made aware of the need to hold records of their individual information and the appropriate processes for accessing the

information. Records will be confidential and secure and access to them will only be permitted in controlled circumstances.

The Provider will ensure that a Service User's personal information is handled securely and appropriately and that personal confidences are respected.

The Provider shall ensure that permission is obtained, and recorded, from Service Users to share confidential information about them, unless existing legislation or guidance states otherwise.

Service Users will have the right to receive a copy of any information held about them in the Provider's files, provided that this does not breach third party or legislative guidelines.

7.4 Equalities

The Provider will ensure that all Service Users, carers and families have equal access to services without hindrance from discrimination or prejudice, and are protected from any discrimination, harassment or social exclusion. Recruitment and selection policies must aim to eliminate discrimination. Policies must explicitly state that the Provider is committed to such an approach.

All staff will receive training on their responsibilities in respect of equalities during their induction and on a regular basis during their employment.

The Provider must develop, document, publish, promote and adhere to their own written policies covering equal opportunities, anti-discriminatory practice and harassment. These policies must be compliant with all relevant national legislation including:

- Equalities Act 2010 including the Public Sector Equality Duty (Section 149) and Specific Duties Regulations (2011)
- Health and Social Care Act 2008 (regulated activities Regulation 17 2010)
- Human Rights Commission guidance "Equality and human rights in the essential standards of quality and safety – An overview" and any subsequent guidance and supporting notes issued by CQC to ensure compliance.

Advice on the application of equalities legislation and guidance is available from the lead commissioner.

7.5 Safeguarding

The Provider must develop, document, publish, promote and adhere to their own written policies covering safeguarding in order to protect from abuse vulnerable Service Users, carers and families (adults and children).

The Commissioners have in place local safeguarding policies and procedures to protect Adults at Risk and Children from abuse. The Provider will ensure that their safeguarding policy and procedure takes account of and works in conjunction with these policies.

The Provider will ensure that their staff understand what action to take if they are informed about or encounter abuse or suspected abuse.

The Provider will ensure that their staff have access to guidance, training and support.

The Provider will ensure that all staff, including any volunteers, involved in delivering the Service:

- Have in place an up to date clear Disclosure and Barring Service enhanced CRB check where required under the Contract terms;
- Understand and follow safeguarding policies and procedures taking into account the requirements of each of the Commissioners' safeguarding policies and procedures;
- Have undertaken safeguarding Training relevant to both children and adults at risk;
- Maintain safeguarding practice in line with policy updates/changes;

- Ensure staff are aware how to escalate safeguarding concerns
- Are familiar with and follow information sharing practice, in line with the Council and NHS information sharing protocols.

7.6 Health and safety

The Provider will have a Health and Safety policy to cover the Service and this will be updated at least annually.

Before any work is undertaken, suitable and sufficient Risk Assessments must be made in line with Management of Health and Safety at Work 1999 Regulations.

Where there is a significant risk due to moving and handling then a suitable and sufficient Risk Assessment must be undertaken in line with Manual Handling Operations Regulations 1992, as amended in 2002.

If any waste is generated that is classed as hazardous waste, the appropriate requirements of the Environment Agency (including Premises registration) must be complied with.

The Provider will inform the Contract Manager within three working days if there are any incidents that necessitate the involvement of the Health & Safety Executive.

As recommended by national standards, for example of infection control, and in line with Health and Safety regulations, the Provider will supply all of their staff with suitable and sufficient personal protective Equipment and clothing, for example disposable plastic aprons, gloves, eye and face protection, footwear.

7.7 Business Continuity

The Provider will have a detailed Business Continuity Plan, and arrangements in place to ensure the continuity of the Service through business disruptions which covers but is not restricted to the following:

- Failure of computer software or hardware
- Fire, flood or other serious damage to Premises
- Interruption of supplies of broadband / internet, water, gas, electricity, petrol/diesel, fuel
- Adverse weather
- Road traffic disruption
- Staff shortages
- Supplier failure

The plan will include the procedures for:

- Escalation to Commissioners
- Communication with Service Users, carers, families, Prescribers and other stakeholders
- Prioritisation of essential services
- regularly review and testing of plans to mitigate risks

7.8 Hazard notices

The Provider will ensure they have a robust system to identify the location of both Catalogue and Special Equipment in order to recall or attend to Equipment to comply with Field Safety Notice (FSN), Medical Device Alert (MDA) or other Hazard Notice issued by the Medicines and Healthcare Products Regulatory Agency (MHRA), or for any other reason such as a manufacturer recall or safety notice.

The Provider will inform the Contract Manager whether or not alerts affect this Service and for any alerts that are relevant to this Service provide information about the steps the Provider has taken and will take in response to the alert.

The Provider will be responsible for contacting Service Users, carers or families to confirm where Equipment is, to enable them to take appropriate action to respond to the alert. If the Equipment is no longer in use, the Provider will arrange a collection. If the Equipment is no longer on site the Provider will update their records

The Provider will record on the Service User's record the details of any actions taken in relation to Hazard Notices, alerts or recalls, so that the Service User's loan history is accurate and up to date.

Section 8 – Contract management

8.1 Contract management

The Commissioners will nominate a Contract Manager for this Contract.

All formal communications relating to the Contract will take place through the Contract Manager including requests for information and changes to Contract documentation.

The Provider will nominate a lead manager for communication and liaison with the Contract Manager. When that manager is unavailable for any reason a deputy will be notified by e-mail within one hour of commencement of working day.

Formal Contract quality and performance reviews will take place at Stakeholder Board meetings. These will be convened monthly for the first six months of the Contract and then no less than quarterly. Membership will include the Contract Manager, representatives of the associate commissioners, and clinical leads from the main Prescriber organisations, and management representatives from the Provider.

A Children's Service sub-group will be held to review performance against relevant elements of the Service. Membership of this group will include a children's clinical lead and children's commissioner (if appropriate) from each of the Commissioners, and a management representative from the Provider. Representatives of this group will attend the Stakeholder Board meeting.

Each Prescriber organisation will nominate a managerial lead who will liaise with the Contract Manager where issues need to be escalated from their organisation.

8.2 Performance monitoring

Contract Performance will be monitored against the key performance indicators set out in Schedule 4 C of these Particulars: Local Quality Requirements.

Reporting requirements for this Contract are set out in Appendix E below, and Schedule 6A of these Particulars.

The Provider will submit a monthly performance report including the requirements of the above schedules to the Contract Manager no later than 10 working days after the end of the month.

8.3 Invoicing

The Provider shall submit one monthly invoice for the whole Service. This will be backed up by a detailed breakdown of spend by category of Prescriber and Equipment type as agreed with the Contract Manager during the Mobilisation Period before the commencement of the Contract.

8.4 Quality assurance

The Provider will ensure that Service Users and Prescribers receive a high quality service that meets their needs within the aims, objectives and terms of this Contract.

The Provider must monitor equality of service using protected characteristic, with all forms of Service User (patient) feedback.

Quality of service for children's Equipment will be reported separately from adults'.

The Provider will consult with Prescribers, Service Users (and carers and families) about the Service on a regular basis, including satisfaction surveys, to obtain views and opinions about the Service, including but not restricted to:

- Equipment, including
 - Timeliness of delivery or collection
 - Cleanliness and functioning
- Customer care, including
 - Staff attitude and care
 - Timeliness of communication
- Ease of understanding written material and guidance
- Explanation and demonstration of use of Equipment
- Where improvements can be made
- The degree of satisfaction with the services that they provide.

The Provider will maintain an effective system for Quality Assurance, agreed with the Commissioners, on the outcomes for the Service, in which the standards and indicators to be achieved are clearly defined and regularly monitored.

Outcomes from Quality Assurance processes and monitoring, including changes made as a result of feedback, will be made available to the Contract Manager on a quarterly basis.

8.5 Compliments and complaints

The Provider will welcome compliments, suggestions, complaints and feedback as an opportunity to improve Service delivery.

The Provider will establish, document, publish and promote a Feedback Process, to be approved by the Commissioners during the Mobilisation Period, for handling feedback about the Service.

The Provider will promote the Feedback Process to their own staff, Prescribers, Service Users, carers, families and anyone else who has contact with the Service.

The Provider's staff must be aware of the Feedback Process and how to respond to a complainant including signposting them to the Feedback Process.

The Feedback Process will be capable of capturing and highlighting suggestions for improvements to the Service, including from the Provider's staff. The Provider will act upon these suggestions where possible, and bring them to the attention of the Contract Manager where relevant.

The timescale for investigating and responding to a complaint or a concern will be as follows:

- Acknowledged within two working days
- Complete an initial report within three working days
- Full report within 5 working days
- Resolution within 20 working days

Where a complaint from a Prescriber or stakeholder cannot be resolved to the satisfaction of the complainant this will be escalated to the Contract Manager who will agree a course of action.

Where a complaint from a Service User, carer or family member cannot be resolved to the satisfaction of the complainant they will be given written information on how they can escalate this to an appropriate national Ombudsman service (normally the service to which the lead Commissioner is accountable).

The Provider must use equality monitoring, broken down by protected characteristic, with all forms of feedback.

The Provider will maintain Feedback logs for adult and children's Equipment (compliments, complaints, suggestions) which is available for inspection by the Contract Manager on request:

- Unique reference number

- Category (complaint, compliment, etc.)
- Date received
- Method of transmission (email, phone call, letter, form, on-line)
- Details of referrer (complainant or person submitting)
- Equalities information (protected characteristics)
- Role of referrer (Service User, Prescriber, etc.)
- Whether relates to Adult's or Children's Equipment
- Details of or unique reference the Service User
- Requisition or job number
- Nature of complaint / feedback
- Main theme
- Summary of investigation
- Summary of response
- Outcome
- Method of communication of outcome (letter, email, etc.)
- Justified, or not
- Date closed
- Time taken to respond

Outcome will include reference to any learning and remedial action taken to address concerns raised, including identifying staff training or disciplinary issues and practices or procedures that need improvement.

In order to identify any trends which may impact on the safety, quality and delivery of the Service, the Provider will regularly collate and report to the Contract Manager on information from Feedback at least quarterly, or more often such as monthly if appropriate. The summary report will identify, for each reporting period, by category:

- Quantity
 - Received
 - Responded to
 - Outstanding
- Trends and themes
- Where remedial actions result in improvements

Section 9 – Local requirements

9.1. Bristol City Council Services

9.1.1 Bristol Home Improvement Agency

Bristol has a Home Improvement Agency (HIA) that provides Equipment to some people on low incomes. The Provider will support this facility by offering the HIA Contractor an option to source Equipment from the Provider as a private business arrangement outside this Contract.

9.1.2 Bristol City Council establishments

The Provider is required to service, maintain, repair and occasionally supply new Equipment in the following Council establishments.

- Redfield Lodge Care Home – Avonvale Road, Redfield Bristol BS5 9RG
- North Bristol Intermediate Care/Reablement Team – 20 Ellsworth Road, Henbury, Bristol BS10 7EH
- East Bristol Intermediate Care/Reablement Team – Westleigh, 17 Summerhill Terrace, St George, Bristol BS5 8HX
- North Bristol Intermediate Care/Reablement Team – 30 Inns Court Green, Knowle, Bristol, BS4 1TF
- Bristol Community Links South – Langhill Avenue, Inns Court, Knowle, Bristol BS4 1TN
- Bristol Community Links Central – Russell Town Avenue, St George, Bristol BS5 9LT
- Bristol Community Links North – Lanercost Road, Southmead, Bristol, BS10 6HZ

In all respects, the services rendered by the Provider in these establishments will be carried out in accordance with this Specification and the Pricing Schedule.

The Provider may be required to invoice each establishment separately.

9.1.3 Ceiling track hoist

The Commissioners require the Provider to manage a Ceiling track hoist provision for residents of the Bristol Local Authority area.

This will entail installation, maintenance, testing, repair, collection, refurbishment and re-use of ceiling track and gantry hoists.

Unless otherwise stated all the requirements in this specification also apply to ceiling track hoists.

9.2 North Somerset Council services

The Provider will carry out the following services in accordance with this Specification and the Pricing Schedule.

9.2.1 Equipment and demonstration centre

North Somerset Council has an equipment and demonstration centre located in Weston-Super-Mare and the Provider will be expected to support the retail model by providing a range of goods for sale at the centre. North Somerset Council's commissioner will work with the Provider to create a robust retail offer both in the Centre and online. The Centre will be staffed by North Somerset Council Employees

9.2.2 Minor adaptations

The Provider will deliver a minor adaptation service as part of the core offer in North Somerset. This should include, but is not limited to:

- Internal/external grab rails
- Drop down rails

- Banister and internal support rails
- Internal ramping
- External handrails (Key Klamp)

All minor adaptations should be completed on standard delivery timelines, unless this relates to quoted work. The following should be delivered within standard timescales with other equipment items:

- Internal/External grab rails
- Drop down rails
- Banister and internal support rails
- Basic internal ramping

Where minor adaptation would take longer than the standard delivery time, a quote will be sent to prescriber for approval. Quotes should be completed within five working days of initial request and include:

- a labour rate, as stated in the Pricing Schedule
- cost of materials, at competitive market rate

Once quote has been approved work should be completed within 10 working days.

The Provider must ensure all fixtures and fittings comply with current Building Control regulations and Construction Industry Best Practice.

The Provider staff should have the correct tools for the job required to complete the range of minor adaptations required by prescriber staff. Where there is a delay in provision due to lack of appropriate tools this should be reported to the prescriber in the usual way, and highlighted to the North Somerset Commissioner by email.

The expectation is that, as with other core installation and Service duties, the Provider's staff will undertake the provision of this Service function. Sub-contracting minor adaptations should not be a preferred option.

Where required the Provider will support joint visits with Prescribers, to offer technical advice on installation of minor adaptations.

The Provider will make sure that the ordering system gathers the information needed at point of prescription from the Prescriber to avoid failed visits.

The Provider will make the minor adaptations service available as a same day service though it is expected that no more than 10% of orders would be of an urgent nature. This excludes the provision of external handrails (Key Klamp).

The Provider is responsible for rectifying any structural or decorative damage which, as direct result of the actions of their staff, occurs while carrying out an activity at the request of the Prescriber.

All finished surfaces are to be of a quality that is acceptable to the Prescriber and the client.

North Somerset Council commissions a Handyperson service which provides subsidised private adaptations for residents aged over 60 or who have a disability. Within the North Somerset area, the Provider will work with the Handyperson service to ensure a smooth process for service users. This may mean coordinating visits when furniture is moved or electrical sockets are fitted etc.

9.2.3 Stair rails

All stair rails are produced from a supply as instructed by the Prescriber. They are supplied in a standard finish which must be splinter free. The Provider is not to carry out any specific finish e.g. paint or stain. The service user or property owner can make their own arrangements for this after installation if they choose to do so.

The Provider must ensure that all stair rails comply with current Building Control regulations and Construction Industry Best Practice.

The Provider should make provision for fitting into hollow walls where safe using backing board and appropriate fixings as required. In all cases involving a hollow wall, the client's safety must be the main consideration.

The Provider cannot install a stair rail on the wall side where the newel post and rail on the free side has been removed. The property owner is responsible for ensuring that the property complies with current building control regulations.

The Provider will not undertake reinstatement of a newel post and stair rail which has previously been removed.

The service user or property owner is responsible for any maintenance of or repairs to existing rails which were installed by other contractors and are otherwise appropriate for the service user such as re-fixing to make them secure.

An existing rail which is not appropriate for the service user's needs e.g. where the rail isn't an appropriate shape or size can be removed and replaced with a stair rail.

Any making good after removal of a stair rail will consist of plugging the holes left by the brackets only. The Provider is not responsible for any decorative repair.

9.2.4 Trusted Assessor role

This role is currently restricted to North Somerset Council Prescribers only, but may be extended during the life of the contract.

The Provider technical staff will have a Trusted Assessor role and will be available to visit the Service User's home if requested by a prescriber undertake assessment of need for small items of equipment. Assessments will include but are not limited to:

- Stair assessment
- Access assessment
- Bathing assessment
- Kitchen assessment
- Assessment for raising furniture

Assessment will be limited to equipment that has no moving or mechanical parts, and will not include Manual Handling Assessment. Technicians undertaking this role should be trained to Disability Living Foundation Trusted Assessor level 2 or equivalent standard, and this training should be regularly refreshed. This service should adhere to the principles of the Royal College of Occupational Therapy best practice document, *Adaptations without delay: A guide to planning and delivering home adaptations differently*, 2019.

Trusted Assessor visits will be requested through the Provider on-line system and the outcome of the assessment must be recorded on the system to meet the commissioning parties' statutory requirements. The North Somerset Commissioner will work with the Provider to define the minimum data set required to meet statutory requirements during the implementation period

Where information about the assessment is insufficient for the prescribers to take any remedial action needed, this information will be provided within one working day at Provider's cost.

Trusted Assessor visits should be completed within 10 working days of being requested. Technicians should not complete any assessments that they do not feel competent to provide regardless of training

The Prescriber will not request a visit where the Service User has very complex health needs, challenging behaviour, or known safety issues. The Trusted Assessor may cancel the visit if they become aware of any of these issues which have not been previously notified, and should notify the Prescriber within one working day.

A price per visit for this service will be included in the Pricing Schedule.

Appendices

A Glossary of terms used in these Contract Particulars

In the Contract Particulars, including Schedule 2A (Service Specification), these words are written in 'Title Case' in order to convey special meaning.

Word	Meaning
Activity	A collective term covering deliveries, collections, repairs, cleaning, maintenance where there are requirements in these Particulars to achieve set standards or timescales for performance
Agreement	The General Conditions, Service Conditions and Contract Particulars that comprise the Contract for this Service
Assessment	Process whereby a Prescriber identifies and evaluates a Service User's presenting needs in order to assess what assistance might be provided in order to support the person's capacity to live a full and independent life.
Authorisation	Process for approval of a Requisition before it is received and fulfilled by the Provider
Authoriser	Employee of the Prescriber organisation who has the authority to approve an Authorisation request
BNSSG CCG	Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group (CCG)
Care Home	Homes providing residential and / or nursing care
Clinical Commissioning Group (CCG)	The Health organisation that commissions Services on behalf of Health Funded Services Users
Close Technical Equivalent (CTE)	An item of Equipment which meets the same clinical requirements as the original requisition.
Commissioners	The organisations responsible for specifying, tendering, commissioning and monitoring the Service, and their nominated representatives, acting jointly or individually. Where reference is made in this specification to Commissioners this means that a joint decision or action is required by the Lead and Associate Commissioners. For the purposes of Schedule 2A, where references are made to actions to be taken by a Commissioner or the Commissioners, such Commissioner or Commissioners may (with the Co-Ordinating Commissioner's written consent) delegate such role to the Co-Ordinating Commissioner and the Provider shall then deal with the Co-Ordinating Commissioner as if it were the Commissioner or Commissioners referred to in this Schedule
Contract	The NHS Standard Contract comprising the General Conditions, Service Conditions and Particulars. The Provider Best and Final Offer is a supporting document to the Contract.
Contract Manager	The nominated manager or managers appointed to represent the Commissioners in the management of this Contract.
Council	Council or any successor authority and any other organisation with commissioning responsibility for the Service.
EPH	Bristol City Council Elderly Persons' Home
Equipment	Catalogue Equipment and Special Equipment (also referred to as 'Specials') loaned to Service Users
Equipment Review Group	A meeting of Contract Manager, Commissioner representatives and clinical leads from health and social care to consider and approve changes to Catalogue stock
NHS	National Health Service
Nursing Home	Care home with nursing

Word	Meaning
Ordinary Resident	A legal term referring to the Council's legal requirement to provide services to any person whose main place of residence is in their area, including services to residents placed in out of area residential accommodation.
Peripheral Stores	Satellite stores for Equipment which are managed by a Prescriber organisation but supplied from this Contract
Prescriber (Referrer)	An authorised health, social care or education professional who places the Requisition for Equipment &/or Services from the Provider. Please note that that in the General Conditions Prescriber is known as Referrer
Prescriber Organisation	An organisation whose functions include the prescribing of health and social care equipment and to which the Commissioners have given authority to access the Service
Pricing Schedule	The price or prices set out for the Equipment and Activities by the Provider in the Pricing Schedule
Provider	The Company identified in the Agreement as the Service Provider
Premises	The premises used by the Provider for the fulfilment of the Service requirements including storage, maintenance and display of Equipment (may also be known as 'store' or 'depot')
Recycled	Equipment issued under this Agreement which is returned, cleaned, maintained and reissued.
Requisition	Request from Prescriber to order Equipment and/or Services from the Provider
Serious Incident	Any incident relating to provision of Service or failure of Service which leads to a risk to a member of the public or Prescriber
Service (The Service)	The Integrated Community Equipment Service
Service User	As defined in General Conditions, and extended to include any patient or service user for whom a Commissioner requires the Services or Equipment to be provided, regardless of whether the Commissioner has a statutory responsibility to do so.
Special Equipment	Non-Catalogue Equipment
Trusted Assessor	An individual acting on behalf of and with the permission of multiple organisations to carrying out an assessment of health and/or social care needs in a variety of health or social care settings

B Specific scope by area

Service Area	Bristol	North Somerset	South Gloucestershire
Aids to daily living	Yes	Yes	Yes
Nursing Equipment	Yes	Yes	Yes
Ceiling Track Hoists	Yes	No	No
Stair lifts	No	No	No
Paediatric Equipment	Yes	Yes	Yes
Minor adaptations	No	Yes	No
Wheelchairs	No	No	No
Communication Aids – Visual Impairment	No	No	No
Communication Aids – Deaf & Hard of Hearing	No	No	Yes
Speech and language therapy	No	No	No
Assistive Technology - standalone	No	No	Yes
Assistive Technology – telecare	No	No	No
Continence	No	No	No
Respiratory	No	No	No
Tele-Health	No	No	No
Special Educational Needs	Yes	Yes	Yes
Paediatric Physiotherapy	Yes	Yes	Yes
Early Years	Yes	Yes	Yes
Hospital physiotherapy (Walking aids)	Yes	Yes	Yes
Medical supplies	No	No	No

C List of Peripheral Stores as at 1 November 2019

The following Peripheral Stores are in operation as at 1 November 2019. Locations may change over the term of the Contract.

Bristol

1. Southmead Hospital, Brunel Building, Southmead Road, BS10 5NB
2. Southmead Hospital, Elgar House, Elgar Ward 1, Southmead Road, BS10 5NB
3. Southmead Hospital, Physiotherapy Walking Aids Store, NBT, Brunel Building, Level 1, Gate 24, Southmead Road, BS10 5NB
4. St Peters Hospice, Charlton Road, BS10 6NL
5. Hazelbrook ImCS, 20 Ellsworth Road, BS10 7EH
6. Shirehampton Health Centre, District Nurses, Pembroke Road, BS11 9SB
7. The Withywood Centre, District Nurse Team, BCH, Queens Road, BS13 8QA
8. South Bristol Community Hospital Peripheral Store, Hengrove Promenade BS14 0DE
9. New Friends Hall Peripheral Store, Heath House Lane, BS16 1EQ
10. Fishponds Health Centre, District Nurses Office, Beechwood Road BS16 3TD
11. 5 Hide Market, HIA Store, (for deliveries using satnav BS2 0PL), Waterloo Street, BS2 0BH
12. Bristol Royal Infirmary, Marlborough Street, BS2 8HW
13. Bristol Royal Infirmary, Physiotherapy Peripheral Store, UHB, Adult Therapy Services, A110, Marlborough Street, BS2 8HW
14. South Bristol IMCS, Inns Court Green, BS4 1TF
15. Bristol 600, BCC Technician Workshop Langhill Avenue, BS4 1TN
16. Knowle West Health Park, MSK Physio Downton Road, BS4 1WH
17. William Budd Health Centre, Knowle West Health Park, Wound Care Service Downton Road, BS4 1WH
18. Knowle Clinic, BCH Community Therapy South, Broadfield Road, BS4 2UH
19. East Trees Heath Centre, East Trees Community Nurse Team, 100A Fishponds Road BS5 6SA
20. East Intermediate Care Centre - Rapid/Rehab, c/o Bristol City Council, Westleigh, 15 (in garage on site) Summerhill Terrace BS5 8HX
21. Horfield Health Centre, District Nurses, Lockleaze Road, BS7 9RR

North Somerset

1. Weston Hospital BS23 4TQ
2. Windmill House Peripheral Store, BS21 6UJ
3. Worle Health Centre, High Street, Worle BS22 6BH
4. North Somerset Community Hospital, Clevedon BS21 6BS
5. Mendip Vale Practice, Wrington. BS40 5EL
6. Castlewood Clevedon BS21 6AB (tbc)
7. Town Hall, Walliscote Grove Road, Weston Super Mare (tbc)
8. Long Fox Unit, Long Fox Unit, 4TS, Grange Rd, Weston-super-Mare
9. Tower House Medical Centre, BS46 2XX
10. Pill 3 Station Road BS20 0AB
11. Portishead, Marina Health Centre BS20 7QA

South Gloucestershire

1. Broad Lane BS37 7PN
2. Patchway Clinic BS34 5PD
3. Thornbury Hospital Physiotherapy Department BS35 1DN
4. Henderson Unit at Grace Care Centre, Whitebridge Gardens BS35 2FR
5. Southmead Hospital Domiciliary Physiotherapy BS10 5NB
6. Southmead Hospital Avon Orthopaedic Centre BS10 5NB
7. Southmead Hospital Elgar House BS10 5NB
8. Royal United Hospital Bath BA1 3NG
9. Community Rehab Centre Yate BS37 4AX
10. Cadbury Heath BS30 8HS

11. Blackberry Hill BS16 2EW
12. Downend Clinic BS16 5TW

D Quality audit requirements

The Provider will carry out the following quality audits on a schedule to be agreed with the Commissioners. The purpose of these audits is to ensure compliance with the quality standards embodied in this specification:

- On-line Specials Catalogue is complete and all audited items meet the full information requirements, with separate audit of children and adult Equipment
- Prescriber satisfaction as measured through an annual survey, with separate sections for children's and adult Services
- Service User satisfaction
- Telephone and e-mail response times
- Equipment in storage is in a clean and usable condition
- Data quality audits as agreed in data quality improvement plan (DQIP)

E Monthly performance and activity report

The format and content of the performance and activity report will be agreed between the Commissioners and the Provider prior to the Contract Commencement Date, but will include as a minimum the information set out below.

The report will be submitted to the Contract Manager within 10 working days of month end.

The format of the report will allow the Commissioner to attribute performance and activity data by prescriber team for geographical area and for children and adults

Report contents:

- 1 KPI Performance Report (Schedule 4C)
 - Exception reports for every key performance indicator which does not reach the threshold in any of the three geographical areas or for adults or children
- 2 Quantity and financial value for each Activity listed in the Pricing Schedule along with:
 - Specials newly ordered and recycled
 - Aggregate summary data by Activity Speed
 - Aggregate summary data of Equipment Category usage
 - Number and nature of cancelled Activities
 - Summary aggregate data on Reasons for delays and cancellations
 - Quantity of Equipment on loan according to time scale (up to one month, up to three months, up to six months, up 12 months, over 12 months)
 - Trends in spend over time
 - Trends in Activity Speeds over time
 - Highlight Top 10 Items by Value
 - Highlight Top 10 Items by Quantity
 - Highlight Equipment used infrequently
 - Number and percentage of Activities not completed on time
 - Numbers of overdue or pending deliveries, collections and other Activities, tracked over time for any trends
 - Recycling rates –
 - by % items delivered and % items collected
 - by quantity and by value.
 - Number and value of items scrapped
- 3 Complaints, number, category, outcome (justified/unjustified) and action taken, and outstanding
- 4 Out of stock Equipment report
- 5 Outcome of any inspection of the Provider Premises by monitoring officers

SCHEDULE 2 – THE SERVICES

B. Indicative Activity Plan

Not Applicable

SCHEDULE 2 – THE SERVICES

C. Activity Planning Assumptions

- | |
|---|
| <ol style="list-style-type: none">1. Historic activity and volumes are included in the information available to Providers during the tender process. Contract activity may increase or decrease over the life of the Contract depending on need |
|---|

SCHEDULE 2 – THE SERVICES

D. Essential Services (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

E. Essential Services Continuity Plan (NHS Trusts only)

Not Applicable

SCHEDULE 2 – THE SERVICES

F. Clinical Networks

Not Applicable

SCHEDULE 2 – THE SERVICES

G. Other Local Agreements, Policies and Procedures

- | |
|--|
| <p>1. The Provider will be expected to comply with such agreements, policies and procedures as agreed between the Parties from time to time including:</p> <ul style="list-style-type: none">• Referral and Authorisation policies and procedures as set out in Schedule 2A (Service Specification)• BNSSG Care Home Equipment Policies |
|--|

SCHEDULE 2 – THE SERVICES

H. Transition Arrangements

1. Defined Terms

1.1 Mobilisation Plan the plan agreed in writing between the Provider and the Commissioners for how the Provider will achieve readiness for delivery of the Services from the Service Commencement Date in accordance with the Contract,

1.2 Mobilisation Period means the term from the Effective Date (the contract award date) to the Service Commencement Date.

2 Mobilisation

2.1 All set up/mobilisation costs shall be borne solely by the Provider.

2.2 The Provider shall comply with the Mobilisation Plan. During the Mobilisation Period and for a period of at least six months after the Service Commencement Date, the Provider shall co-operate and fully engage with the incumbent provider and the Commissioners to agree a transition plan to ensure a smooth transfer of the Services from the incumbent provider to the Provider, including but not limited to management of Activities, attendance and active participation at meetings, meetings and receipt and processing of data from the incumbent provider via the Commissioners

2.3 Commence engagement with Prescriber Organisations to agree and implement Prescriber training and access to online ordering system

3 Transfer of equipment

3.1 At the Services Commencement Date, Catalogue Equipment which is in use by Service Users or held by the Commissioners in Peripheral Stores is owned by the Commissioners and transfers to the new contract

3.2 At the Services Commencement Date, Special Equipment held in stock at the incumbent provider's premises; in use by Service Users; or held by the Commissioners in Peripheral Stores is owned by the Commissioners and transfers to the new contract.

3.3 The Provider will make arrangements to take over from the incumbent provider responsibility for management of this equipment by way of repair, maintenance, collection and refurbishment.

3.4 Catalogue Equipment held in stock in the incumbent provider's premises is owned by the incumbent provider and any transfer of ownership will be a commercial transaction between the incumbent and new provider

4 Transfer of records

4.1 The Commissioner will receive from the incumbent Provider and transfer to the new Provider

4.1.1 The location and details of Service Users

4.1.2 The location and details of Equipment owned by the Commissioners

4.1.3 History of delivery, ownership, maintenance and repair of all Equipment owned by the Commissioners

4.2 To manage the transfer of data from the three incumbent contracts and merge in to a single system, including:

4.2.1 Receive, check and incorporate into Provider's system from the incumbent at or just before Commencement Date a list of outstanding orders (the 'order book')

- 4.2.2 Receive, check and incorporate into Provider's system from the incumbent at or just before Commencement Date a list of outstanding Planned Maintenance
 - 4.2.3 Mapping all current data fields in the incumbent Provider's system to the Provider's system
 - 4.2.4 Map code tables from incumbent provider system to Provider's system
 - 4.2.5 Merging duplicate Prescriber and Authoriser records
 - 4.2.6 Merging duplicate Service User records
 - 4.2.7 Merging duplicate address records
 - 4.2.8 Merging data on equipment held in Peripheral Stores
 - 4.2.9 Validating addresses and post codes
 - 4.2.10 Setting up a gazetteer of addresses
 - 4.2.11 The Commissioners will take decisions on removing from the incumbent Provider's data obsolete records, for example where there has been no activity for at least 6 years, or such period as the Commissioners agree
 - 4.2.12 Verification that data has successfully transferred from incumbent provider to the Provider system
 - 4.2.13 Checking historic transactions and equipment on site
 - 4.2.14 Checking Planned Maintenance records
 - 4.2.15 If required to make the Provider's system work to meet the requirements of the Specification, identification and verification of significant addresses in the Provider's system such as hospitals, surgeries, schools, Peripheral Stores, Care Homes, etc.
- 4.3 The Provider will complete a Data Protection Impact Assessment as part of the Mobilisation Plan, which will address issues of data security during the Transition, the life of the contract and exit arrangements
- 5. The Commissioners will agree a Close Technical Equivalent list with the Provider during the Mobilisation Period which both parties will review as necessary during the life of the Contract. This will be held on the Provider system to allow Commissioners and Prescriber Organisation representatives to review remotely
 - 6. Agree a process with the Commissioners for submitting and responding to technical reports for repairs.
 - 7. Agree with Commissioners criteria for joint visits with Prescribers
 - 8. Agree with Commissioners the job description and person specification for the children's Equipment specialist.
 - 9. Agree with Commissioners the detailed breakdown of spend by category of Prescriber and Equipment type to be supplied with the monthly invoice.
 - 10. Agree with Commissioners the format and content of the activity and performance report.
 - 11. The Provider will establish, document, publish and promote a Feedback Process, to be approved by the Commissioners, for handling feedback about the Service.

SCHEDULE 2 – THE SERVICES

I. Exit Arrangements

The Provider will support an orderly, controlled transition of responsibility for the provision of the Services from the incumbent to the new Provider, at the Commissioners' direction, with the minimum of disruption and so as to prevent or mitigate any inconvenience to the Commissioners by means of the implementation of an exit management plan.

The Provider will agree in writing with the Commissioners an exit management plan no later than six months before the end of the Contract Term, or within 28 Operational Days following the date of service of notice to terminate or of agreement to terminate this contract if earlier.

The information the Commissioners may require is likely to include the following:

Up to date and accurate records of:

- 1.1 The Catalogue of standard Equipment and Catalogue of Specials
- 1.2 The location and details of Service Users
- 1.3 The location and details of Equipment owned by the Commissioners
- 1.4 History of delivery, ownership, maintenance and repair of all Equipment
- 1.5 Configuration of the Prescribers accounts in the Provider's system
- 1.6 Details of the setup of authorisation matrices in the Provider's system and how they relate to the Commissioners 'Authorisation Scheme'
- 1.7 List of staff eligible for TUPE, with details of their employment status as requested by the Commissioners

Regardless of whether this is set out in the exit management plan, the Commissioners have the right to require the Service Provider to provide any information they reasonably require to facilitate the re-tendering of the Services and the Provider shall provide such information within 28 days of being required to do so. The information provided shall be sufficient to enable the Authority to meet its legal obligations and/or to obtain the best value for money reasonably obtainable in a tendering exercise.

Specials equipment held in stock by the Service Provider at the end of the contract is owned by the Commissioners and will transfer to a Replacement Service Provider, as appointed. Catalogue equipment held in stock remains the property of the incumbent Service Provider.

The Commissioners will not be obliged to purchase from the Provider at the end of the contract any Catalogue equipment owned by the Provider.

The Provider will transfer the benefit of the warranties of any Commissioner owned Equipment (with Specials or Catalogue) to the relevant Commissioner

SCHEDULE 2 – THE SERVICES

J. Transfer of and Discharge from Care Protocols

Not Applicable

SCHEDULE 2 – THE SERVICES

K. Safeguarding Policies and Mental Capacity Act Policies

The Provider must have in place and adhere to the following policies:

- Safeguarding Adults Policy
- Safeguarding Children Policy

Providers must ensure that their own procedures meet the requirements and include the actions described in the South West Child Protection Procedure and the Safeguarding Adults Board Multi-Agency Procedures

A copy of the procedure can be accessed at <https://www.proceduresonline.com/swcpp/> or via the Bristol Safeguarding Board website

SCHEDULE 2 – THE SERVICES

L. Provisions Applicable to Primary Medical Services

Not Applicable

SCHEDULE 2 – THE SERVICES

M. Development Plan for Personalised Care

- | |
|--|
| <ol style="list-style-type: none">1. As set out in [Schedule 2 A Clause 3.17], the Provider will support the development of personalised care by offering the option for Service Users who have Local Authority funded Personal Budgets or Health funded Personal Health Budgets to purchase equipment including costs of delivery, installation and on-site maintenance and cleaning. The equipment will become the property of the Service User. |
|--|

SCHEDULE 3 – PAYMENT

A. Local Prices

1. The price for the supply of Equipment and Activities will be as agreed in the Pricing Schedule attached to this Agreement.
2. The price which the Commissioners pay for Activities will be adjusted each Contract Year by the cost uplift and efficiency adjustments applicable to local prices published in the NHS England National Tariff Payment System in the preceding Contract Year. (For clarity, changes to the National Tariff Payment System will normally be published no later than March during each contract year and will come into effect at the commencement of the following contract year in October)
3. The price which the Commissioners pay for Equipment will be reviewed at an annual price review. The price review will take into account the cost price that the Provider buys at from suppliers or at the cost the Provider manufactures the Equipment for if they are the supplier.
4. The Provider shall at all times endeavour to secure best value when sourcing the Equipment. When sourcing the Equipment, the Provider shall have regard to the following factors:
 - 4.1 the volumes of the Equipment ordered;
 - 4.2 the prices at which comparable goods are supplied by other suppliers on the open market;
 - 4.3 changes to the cost of manufacturing and distributing the Equipment;
 - 4.4 any cost reductions available;
 - 4.5 any new products introduced to the market.
5. If, at any time during the Contract Term, the prices for the Equipment sourced by the Provider increase, the Provider shall promptly notify the Commissioners providing evidence to verify both the increase, any challenges which they have made to the supplier in response to the price increase, and recommendations for alternative equipment for consideration at the Equipment Review Group. Any such information will be taken into account as part of the next price review.
6. This contract will use an 80% Credit Model as set out in the Pricing Schedule. This model applies to Catalogue equipment only.
 - 6.1 The Provider will sell equipment to the Commissioner at 100% of the sale price as indicated in the Pricing Schedule.
 - 6.2 When equipment is collected and returns to shelf ready for re-use, the Provider will credit the Commissioner 80% of the sale price.

SCHEDULE 3 – PAYMENT

B. Local Variations

For each Local Variation which has been agreed for this Contract, copy or attach the completed publication template required by NHS Improvement (available at: <https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>) – or state Not Applicable. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

C. Local Modifications

For each Local Modification Agreement (as defined in the National Tariff) which applies to this Contract, copy or attach the completed submission template required by NHS Improvement (available at:

<https://www.gov.uk/guidance/nhs-providers-and-commissioners-submit-locally-determined-prices-to-monitor>). For each Local Modification application granted by NHS Improvement, copy or attach the decision notice published by NHS Improvement. Additional locally-agreed detail may be included as necessary by attaching further documents or spreadsheets.

Not Applicable

SCHEDULE 3 – PAYMENT

D. Emergency Care Rule: Agreed Blended Payment Arrangements

Not Applicable

SCHEDULE 3 – PAYMENT

E. Intentionally omitted

SCHEDULE 3 – PAYMENT

F. Expected Annual Contract Values

Not applicable

SCHEDULE 3 – PAYMENT

G. Timing and Amounts of Payments in First and/or Final Contract Year

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

A. Operational Standards

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	RTT waiting times for non-urgent consultant-led treatment					
E.B.3	Percentage of Service Users on incomplete RTT pathways (yet to start treatment) waiting no more than 18 weeks from Referral	Operating standard of 92% at specialty level (as reported to NHS Digital)	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	Where the number of Service Users waiting more than 18 weeks at the end of the month exceeds the tolerance permitted by the threshold, £300 in respect of each such Service User above that threshold	Monthly	Services to which 18 Weeks applies
	Diagnostic test waiting times					
E.B.4	Percentage of Service Users waiting 6 weeks or more from Referral for a diagnostic test	Operating standard of no more than 1%	See Diagnostics Definitions and Diagnostics FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/diagnostics-waiting-times-and-activity/monthly-diagnostics-waiting-times-and-activity/	Where the number of Service Users waiting 6 weeks or more at the end of the month exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Monthly	A CS CR D

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	A&E waits					
E.B.5	Percentage of A & E attendances where the Service User was admitted, transferred or discharged within 4 hours of their arrival at an A&E department	Operating standard of 95%	See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/	Where the number of Service Users in the month not admitted, transferred or discharged within 4 hours exceeds the tolerance permitted by the threshold, £120 in respect of each such Service User above that threshold. To the extent that the number of such Service Users exceeds 15% of A&E attendances in the relevant month, no further consequence will be applied in respect of the month	Monthly	A+E U
	Cancer waits - 2 week wait					
E.B.6	Percentage of Service Users referred urgently with suspected cancer by a GP waiting no more than two weeks for first outpatient appointment	Operating standard of 93%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than two weeks during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.7	Percentage of Service Users referred urgently with breast symptoms	Operating standard of 93%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than two weeks	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>(where cancer was not initially suspected) waiting no more than two weeks for first outpatient appointment</i>		uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>during the Quarter exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>		
	Cancer waits – 31 days					
E.B.8	Percentage of Service Users waiting no more than one month (31 days) from diagnosis to first definitive treatment for all cancers	Operating standard of 96%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
E.B.9	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is surgery	Operating standard of 94%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold</i>	Quarterly	A CR R
E.B.10	Percentage of Service Users waiting no more than 31 days for subsequent treatment where that treatment is an anti-cancer drug regimen	Operating standard of 98%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	<i>Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service</i>	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
				<i>User above that threshold</i>		
E.B.11	Percentage of Service Users waiting no more than 31 days for subsequent treatment where the treatment is a course of radiotherapy	Operating standard of 94%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than 31 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
	Cancer waits – 62 days					
E.B.12	Percentage of Service Users waiting no more than two months (62 days) from urgent GP referral to first definitive treatment for cancer	Operating standard of 85%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R
E.B.13	Percentage of Service Users waiting no more than 62 days from referral from an NHS screening service to first definitive treatment for all cancers	Operating standard of 90%	See Annex F, 2019/20 Planning Guidance at: https://www.england.nhs.uk/publication/preparing-for-2019-20-operational-planning-and-contracting-annex-f/	Where the number of Service Users in the Quarter who have waited more than 62 days during the Quarter exceeds the tolerance permitted by the threshold, £1,000 in respect of each such Service User above that threshold	Quarterly	A CR R

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	Ambulance Service Response Times					
	<i>Category 1 (life-threatening) incidents – proportion of incidents resulting in a response arriving within 15 minutes</i>	<i>Operating standard that 90th centile is no greater than 15 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 15 minutes, £5 per 1,000 Category 1 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 1 (life-threatening) incidents – mean time taken for a response to arrive</i>	<i>Mean is no greater than 7 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – proportion of incidents resulting in an appropriate response arriving within 40 minutes</i>	<i>Operating standard that 90th centile is no greater than 40 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 40 minutes, £3.50 per 1,000 Category 2 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 2 (emergency) incidents – mean time taken for an appropriate response to arrive</i>	<i>Mean is no greater than 18 minutes</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>Issue of a Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>AM</i>
	<i>Category 3 (urgent) incidents – proportion of incidents resulting in an appropriate response</i>	<i>Operating standard that 90th centile is no greater</i>	<i>See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/</i>	<i>For each second by which the Provider's actual 90th centile performance exceeds 120 minutes, £2 per 1,000</i>	<i>Quarterly</i>	<i>AM</i>

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>arriving within 120 minutes</i>	<i>than 120 minutes</i>	work-areas/ambulance-quality-indicators/	<i>Category 3 incidents received in the Quarter</i>		
	<i>Category 4 (less urgent “assess, treat, transport” incidents only) – proportion of incidents resulting in an appropriate response arriving within 180 minutes</i>	<i>Operating standard that 90th centile is no greater than 180 minutes</i>	See AQI System Indicator Specification at: https://www.england.nhs.uk/statistics/statistical-work-areas/ambulance-quality-indicators/	<i>For each second by which the Provider's actual 90th centile performance exceeds 180 minutes, £1 per 1,000 Category 4 incidents received in the Quarter</i>	<i>Quarterly</i>	<i>AM</i>
	Mixed-sex accommodation breaches					
E.B.S.1	Mixed-sex accommodation breach	>0	See Mixed-Sex Accommodation Guidance, Mixed-Sex Accommodation FAQ and Professional Letter at: https://www.england.nhs.uk/statistics/statistical-work-areas/mixed-sex-accommodation/	£250 per day per Service User affected	Monthly	A CR MH
	Cancelled operations					
E.B.S.2	All Service Users who have operations cancelled, on or after the day of admission (including the day of surgery), for non-clinical	Number of Service Users who are not offered another binding date	See Cancelled Operations Guidance and Cancelled Operations FAQ at: https://www.england.nhs.uk/statistics/statistical-work-areas/cancelled-elective-	Non-payment of costs associated with cancellation and non- payment or reimbursement (as applicable) of re-scheduled episode of care	Monthly	A CR

Ref	Operational Standards	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	reasons to be offered another binding date within 28 days, or the Service User's treatment to be funded at the time and hospital of the Service User's choice	within 28 days >0	operations/			
	Mental health					
E.B.S.3	<i>Care Programme Approach (CPA): The percentage of Service Users under adult mental illness specialties on CPA who were followed up within 7 days of discharge from psychiatric in-patient care</i>	<i>Operating standard of 95%</i>	See MHPC Guidance at: https://www.england.nhs.uk/statistics/statistical-work-areas/mental-health-community-teams-activity/	<i>Where the number of Service Users in the Quarter not followed up within 7 days exceeds the tolerance permitted by the threshold, £200 in respect of each such Service User above that threshold</i>	<i>Quarterly</i>	<i>MH MHSS</i>

The Provider must report its performance against each applicable Operational Standard through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of those Operational Standards shown in ***bold italics***, the provisions of SC36.38 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

B. National Quality Requirements

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.A.S.4	Zero tolerance methicillin-resistant <i>Staphylococcus aureus</i>	>0	See Contract Technical Guidance Appendix 3	£10,000 in respect of each incidence in the relevant month	Monthly	A
E.A.S.5	Minimise rates of Clostridium difficile	[Insert baseline threshold identified for Provider: see Schedule 4F]	See Contract Technical Guidance Appendix 3	As set out in Schedule 4F, in accordance with applicable Guidance	Annual	A
E.B.S.4	Zero tolerance RTT waits over 52 weeks for incomplete pathways	>0	See RTT Rules Suite and Recording and Reporting FAQs at: https://www.england.nhs.uk/statistics/statistical-work-areas/rtt-waiting-times/rtt-guidance/	£2,500 per Service User with an incomplete RTT pathway waiting over 52 weeks at the end of the relevant month	Monthly	Services to which 18 Weeks applies
E.B.S.7a	All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 30 minutes	>0	See Contract Technical Guidance Appendix 3	£200 per Service User waiting over 30 minutes in the relevant month	Monthly	A+E

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.S.7b	<i>All handovers between ambulance and A&E must take place within 15 minutes with none waiting more than 60 minutes</i>	>0	<i>See Contract Technical Guidance Appendix 3</i>	<i>£1,000 per Service User waiting over 60 minutes (in total, not aggregated with E.B.S.7a consequence) in the relevant month</i>	<i>Monthly</i>	<i>A+E</i>
E.B.S.8a	<i>Following handover between ambulance and A & E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 30 minutes</i>	>0	<i>See Contract Technical Guidance Appendix 3</i>	<i>£20 per event where > 30 minutes in the relevant month</i>	<i>Monthly</i>	<i>AM</i>
E.B.S.8b	<i>Following handover between ambulance and A&E, ambulance crew should be ready to accept new calls within 15 minutes and no longer than 60 minutes</i>	>0	<i>See Contract Technical Guidance Appendix 3</i>	<i>£100 per event where > 60 minutes (in total, not aggregated with E.B.S.8a consequence) in the relevant month</i>	<i>Monthly</i>	<i>AM</i>
E.B.S.5	<i>Waits in A&E not longer than 12 hours</i>	>0	<i>See A&E Attendances and Emergency Admissions Monthly Return Definitions at: https://www.england.nhs.uk/statistics/statistical-work-areas/ae-waiting-times-and-activity/</i>	<i>£1,000 per incidence in the relevant month</i>	<i>Monthly</i>	<i>A+E</i>

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.B.S.6	No urgent operation should be cancelled for a second time	>0	See Contract Technical Guidance Appendix 3	£5,000 per incidence in the relevant month	Monthly	A CR
	<i>VTE risk assessment: all inpatient Service Users undergoing risk assessment for VTE</i>	95%	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A</i>
	Duty of candour	Each failure to notify the Relevant Person of a suspected or actual Notifiable Safety Incident in accordance with Regulation 20 of the 2014 Regulations	See CQC guidance on Regulation 20 at: https://www.cqc.org.uk/guidance-providers/regulations-enforcement/regulation-20-duty-candour	Recovery of the cost of the episode of care, or £10,000 if the cost of the episode of care is unknown or indeterminate	Monthly	All
<i>E.H.4</i>	<i>Early Intervention in Psychosis programmes: the percentage of Service Users experiencing a first episode of psychosis or ARMS (at risk mental state) who wait less than two weeks to start a NICE-recommended package of care</i>	<i>Operating standard of 56%</i>	<i>See Guidance for Reporting Against Access and Waiting Time Standards and FAQs Document at: https://www.england.nhs.uk/mental-health/resources/access-waiting-time/</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>MH</i>

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
E.H.1	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait six weeks or less from referral to entering a course of IAPT treatment	Operating standard of 75%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
E.H.2	Improving Access to Psychological Therapies (IAPT) programmes: the percentage of Service Users referred to an IAPT programme who wait 18 weeks or less from referral to entering a course of IAPT treatment	Operating standard of 95%	See Contract Technical Guidance Appendix 3	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Quarterly	MH
	Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider (other than those dealing with children, teenagers and	Failure to achieve full implementation as described under Service Specification B15/S/a Cancer: Chemotherapy	Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/	Issue of Contract Performance Notice and subsequent process in accordance with GC9	Monthly	Where <u>both</u> Specialised Services <u>and</u> Cancer apply

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>young adults) across all tumour sites</i>	<i>(Adult)</i>				
	<i>Full implementation of an effective e-Prescribing system for chemotherapy across all relevant clinical teams within the Provider dealing with children, teenagers and young adults across all tumour sites</i>	<i>Failure to achieve full implementation as described under Service Specification B15/S/b Cancer: Chemotherapy (Children, Teenagers and Young Adults)</i>	<i>Service Specification at: https://www.england.nhs.uk/specialised-commissioning-document-library/service-specifications/</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Monthly</i>	<i>Where <u>both</u> Specialised Services <u>and</u> Cancer apply</i>
	<i>Proportion of Service Users presenting as emergencies who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment within one hour of diagnosis</i>	<i>Operating standard of 90% (based on a sample of 50 Service Users each Quarter)</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A, A&E</i>
	<i>Proportion of Service User inpatients who undergo sepsis screening and who, where screening is positive, receive IV antibiotic treatment</i>	<i>Operating standard of 90% (based on a sample of 50 Service Users each Quarter)</i>	<i>See Contract Technical Guidance Appendix 3</i>	<i>Issue of Contract Performance Notice and subsequent process in accordance with GC9</i>	<i>Quarterly</i>	<i>A</i>

	National Quality Requirement	Threshold	Guidance on definition	Consequence of breach	Timing of application of consequence	Application
	<i>within one hour of diagnosis</i>					

The Provider must report its performance against each applicable National Quality Requirement through its Service Quality Performance Report, in accordance with Schedule 6A.

In respect of the National Quality Requirements shown in ***bold italics***, the provisions of SC36.38 apply.

SCHEDULE 4 – QUALITY REQUIREMENTS

C. Local Quality Requirements

Thresholds for all KPIs are reported monthly and should be rounded up to the nearest whole number

Quality Requirement	Threshold	Method of Measurement	Consequence of breach
<p>Percentage of Deliveries of Catalogue Equipment and Special Equipment (recycled) fulfilled within specified Activity Speed (<i>Schedule 2A Clause 4.1</i>)</p> <p>The threshold must be achieved for adult and for children's equipment in each of the three localities: Bristol, North Somerset and South Gloucestershire.</p> <p>Performance reporting excludes:</p> <ul style="list-style-type: none"> • Delivery of new Special Equipment • Counter collection • Delays which have been validated by Provider and coded as beyond Provider control • Requisitions which are cancelled by the Prescriber or rejected by Service User 	98%	Monthly Performance and Activity Report	If performance is below Threshold for any three months in a rolling six month period Contract Performance Notice and subsequent process in accordance with GC9

Quality Requirement	Threshold	Method of Measurement	Consequence of breach
<p>Percentage of Collections of Catalogue Equipment and Special Equipment fulfilled within specified Activity Speed (<i>Schedule 2A Clause 4.1</i>)</p> <p>The threshold must be achieved for adult and for children's equipment in each of the three localities: Bristol, North Somerset and South Gloucestershire.</p> <p>Performance reporting excludes:</p> <ul style="list-style-type: none"> Delays which have been validated and coded as beyond Provider control Requisitions which are cancelled by the Prescriber or rejected by Service User 	97%	Monthly Performance and Activity Report	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
<p>Complaints from Prescribers and Service Users as a percentage of all Delivery, Collection and Repair Orders</p> <ul style="list-style-type: none"> Excluding complaints which the Provider has demonstrated to the reasonable satisfaction of the Commissioners as not being justified 	0.5%	Monthly Performance and Activity Report Prescriber and Service User Feedback / Complaints records	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
% of Catalogue Equipment by quantity collected by or returned to the Provider which are returned to stock fit for reuse	93%	Monthly Performance and Activity Report	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
Percentage of complaints acknowledged and responded to by the Provider within specified timescales. (<i>Schedule 2A clause 8.5</i>)	99%	Monthly Performance and Activity Report Prescriber and Service User Feedback / Complaints records	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
<p>Servicing, Testing and maintenance completed within specified timeframe (<i>Schedule 2A clauses 3.12 and 3.13</i>)</p> <ul style="list-style-type: none"> Excluding incidents where Provider delayed by factors outside their control 	99%	Monthly Performance and Activity Report	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9

Quality Requirement	Threshold	Method of Measurement	Consequence of breach
Percentage of adult Specials are correctly and accurately catalogued as per their specification	95%	Monthly Performance and Activity Report Ad hoc audit Prescriber feedback	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
Percentage of children's Specials are correctly and accurately catalogued as per their specification	95%	Monthly Performance and activity Report Ad hoc audit Prescriber feedback	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9
<p>Equipment delivered to Service User or to Peripheral Store ready for safe use in accordance with the terms of this Agreement: clean, complete and in fully working order; equipment installed correctly and safely; equipment delivered to the correct address</p> <ul style="list-style-type: none"> • "Incident" means each item of equipment delivered to Service User, or each batch of equipment delivered to Peripheral Store • All such incidents to be investigated and verified as Provider fault / error 	No more than one breach per month <i>(defined as a validated complaint of failure to deliver equipment fit for purpose in accordance the stated requirement)</i>	Monthly Performance and Activity Report Feedback / Complaints records Quality audit Service User satisfaction Prescriber feedback	If performance is below Threshold for any three months in a rolling six month period, Contract Performance Notice and subsequent process in accordance with GC9

SCHEDULE 4 – QUALITY REQUIREMENTS

D. Commissioning for Quality and Innovation (CQUIN)

The Commissioners have applied the small-value contract exception set out in CQUIN Guidance and the provisions of SC38.15 apply to this Contract.

SCHEDULE 4 – QUALITY REQUIREMENTS

E. Local Incentive Scheme

Not Applicable

SCHEDULE 4 – QUALITY REQUIREMENTS

F. Clostridium difficile

Clostridium difficile adjustment: NHS Foundation Trust/NHS Trust (Acute Services only)

Not Applicable

SCHEDULE 5 – GOVERNANCE

A. Documents Relied On

Documents supplied by Provider

Date	Document
To be inserted before contract signature	Bid Response including Method Statements setting out how the Provider will fully meet the requirements of this Contract as included in their Best and Final Offer
	Mobilisation Plan
	Submissions made during Due Diligence process
	Certificate of Employers Liability Insurance Public Liability Insurance Summary of insurance cover

Documents supplied by Commissioners

Date	Document
December 2019	Invitations to Tender Volume 1 (instructions to tenderers)
December 2019	Invitation to Tender Volume 2 (to include Quality Submission, Form of Tender, Non-collusive Tendering Certificate and Canvassing Certificate)
December 2019	Pricing Schedule
December 2019	Contract: General Conditions, Service Conditions, Particulars
December 2019	Non-Disclosure Agreement
December 2019 – February 2020	All questions and answers submitted via the portal

SCHEDULE 5 - GOVERNANCE**B. Provider's Material Sub-Contracts**

Sub-Contractor [Name] [Registered Office] [Company number]	Service Description	Start date/expiry date	Processing Personal Data – Yes/No	If the Sub-Contractor is processing Personal Data, state whether the Sub- Contractor is a Data Processor OR a Data Controller OR a joint Data Controller
To be added if required				

SCHEDULE 5 - GOVERNANCE

C. Commissioner Roles and Responsibilities

Co-ordinating Commissioner/Commissioner	Role/Responsibility
Bristol City Council (Co-ordinating Commissioner)	Lead for Contract Management, and responsible for management of social care and education prescribers in Bristol
Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group (associate commissioner)	Responsible for management links with all health Prescribers organisations in the BNSSG area
North Somerset District Council (associate commissioner)	Responsible for the management of social care and education Prescribers in north Somerset
South Gloucestershire Council (associate commissioner)	Responsible for the management of social care and education Prescribers in South Gloucestershire

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

A. Reporting Requirements

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
National Requirements Reported Centrally				
1. As specified in the DCB Schedule of Approved Collections published on the NHS Digital website at https://digital.nhs.uk/isce/publication/nhs-standard-contract-approved-collections where mandated for and as applicable to the Provider and the Services	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
2. Patient Reported Outcome Measures (PROMS) https://digital.nhs.uk/data-and-information/data-tools-and-services/data-services/patient-reported-outcome-measures-proms	As set out in relevant Guidance	As set out in relevant Guidance	As set out in relevant Guidance	All
National Requirements Reported Locally				
1. Activity and Finance Report (<i>note that, if appropriately designed, this report may also serve as the reconciliation account to be sent by the Provider by the First Reconciliation Date under SC36.28, or under SC36.31</i>)	Monthly	Format to be agreed with Provider during mobilisation period	Within 10 Operational Days of the end of the month to which it relates	All
2. Service Quality Performance Report, detailing performance against Operational Standards, National Quality Requirements, Local Quality Requirements, Never Events and the duty of candour, including, without limitation: <ul style="list-style-type: none"> a. details of any thresholds that have been breached and any Never Events and breaches in respect of the duty of candour that have occurred; b. details of all requirements satisfied; c. details of, and reasons for, any failure to meet requirements; d. the outcome of all Root Cause Analyses and audits performed pursuant to SC22 (<i>Assessment and Treatment for Acute Illness</i>); e. report on performance against the HCAI Reduction Plan 	Monthly	Performance and Activity Report as set out in Schedule 2A Appendix E	Within 10 Operational Days of the end of the month to which it relates.	All All All A All except 111

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
3. CQUIN Performance Report and details of progress towards satisfying any Quality Incentive Scheme Indicators, including details of all Quality Incentive Scheme Indicators satisfied or not satisfied	Not applicable to this contract	Not applicable to this contract	Not applicable to this contract	All
4. NHS Safety Thermometer Report, detailing and analysing: a. data collected in relation to each relevant NHS Safety Thermometer; b. trends and progress; c. actions to be taken to improve performance.	Not applicable to this contract	Not applicable to this contract	Not applicable to this contract	All (not AM, CS, D, 111, PT, U)
5. Complaints monitoring report, setting out numbers of complaints received and including analysis of key themes in content of complaints	Monthly	In accordance with Schedule 4C	Within 10 Operational Days of the end of the month to which it relates.	All
6. Report against performance of Service Development and Improvement Plan (SDIP)	In accordance with relevant SDIP	In accordance with relevant SDIP	In accordance with relevant SDIP	All
7. Summary report of all incidents requiring reporting	Monthly	Included in business information report	Within 10 Operational Days of the end of the month to which it relates.	All
8. Data Quality Improvement Plan: report of progress against milestones	In accordance with relevant DQIP	In accordance with relevant DQIP	In accordance with relevant DQIP	All
9. Report and provide monthly data and detailed information relating to violence-related injury resulting in treatment being sought from Staff in A&E departments, urgent care and walk-in centres to the local community safety partnership and the relevant police force, in accordance with applicable Guidance (Information Sharing to Tackle Violence (ISTV)) Initial Standard Specification https://digital.nhs.uk/isce/publication/isb1594	Monthly	Not applicable to this contract	As set out in relevant Guidance	A A+E U
10. Report on outcome of reviews and evaluations in relation to Staff numbers and skill mix in accordance with GC5.2 (Staff)	Annually (or more frequently if and as required by the Co-ordinating Commissioner from time to time)	Report to co-ordinating commissioner	Annual report no later than 30 April, with ad hoc reports on request	All
11. Report on compliance with the National Workforce Race Equality Standard.	Annually	Report to co-ordinating commissioner	Annual report no later than 30 April	All
12. Specific reports required by NHS England in	Not applicable to this	Not applicable to this	Not applicable to this contract	Specialised

NHS STANDARD CONTRACT 2019/20 PARTICULARS (Full Length)

	Reporting Period	Format of Report	Timing and Method for delivery of Report	Application
relation to Specialised Services and other services directly commissioned by NHS England, as set out at http://www.england.nhs.uk/nhs-standard-contract/ss-reporting (where not otherwise required to be submitted as a national requirement reported centrally or locally)	contract	contract		Services
13. Report on performance in reducing Antibiotic Usage in accordance with SC21.4 (<i>Antimicrobial Resistance and Healthcare Associated Infections</i>)	Not applicable to this contract	Not applicable to this contract	Not applicable to this contract	A
14. Report on progress against sustainable development management plan in accordance with SC18.2	Annually	Report to Co-ordinating Commissioner	No later than 30 April	All
Local Requirements Reported Locally				
Performance and Activity report as set out in Schedule 2A, Appendix E	Monthly	Business Information report to Co-ordinating Commissioner showing - total contract activity - activity for each locality - activity for adults - activity for children	Within 10 Operational Days of the end of the month to which it relates.	

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

B. Data Quality Improvement Plans

The Co-ordinating Commissioner and the Provider will agree a Data Quality Improvement Plan annually. The first plan will be agreed no later than 30 September 2020.

The Data Quality Improvement plan will include

- an annual audit of the on-line Specials Catalogue for adults demonstrating that all audited items meet the full information requirements as set out in Schedule 2A clause 3.4, and Section 5 (Special Equipment)
- an annual audit of the on-line Specials Catalogue for children demonstrating that all audited items meet the full information requirements as set out in clause 3.4 and Sections 5 and 6
- Arrangements for monitoring of telephone and e-mail response times
- Addressing any issues relating to ease of use, accuracy, reduction of Prescriber error, compliance with GDPR

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

C. Incidents Requiring Reporting Procedure

Procedure(s) for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) Notifiable Safety Incidents (3) other Patient Safety Incidents

- | |
|--|
| 1. The Provider is required to follow the CCG's policy regarding serious incidents requiring reporting:
https://bnssgccg.nhs.uk/library/serious-incidents-requiring-investigation/ |
|--|

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

D. Service Development and Improvement Plans

Please note that the Commissioners and Provider will agree an annual Service Development and Improvement Plan no later than 31 August each year.

	Milestones	Timescales	Expected Benefit	Consequence of Achievement/Breach
Commissioners may during the term of the Contract add additional services as a result of service developments. These may include but are not restricted to changes in service models in health and social care, addition of new categories of equipment to the Contract, and changes to operating hours of the Contract. Any changes to the remit of the Service will be reflected in the Pricing Schedule as they are agreed.	Agreement of any changes required at Stakeholder Board meeting (See schedule 2A clause 8.1)	Annual progress report	Improving system effectiveness and patient experience	Not applicable
Provider notification of changes in market conditions and agreement of how the service will respond to these.	Agreement of any changes required at Stakeholder Board meeting	Annual progress report	Maintaining best value and provider sustainability	Not applicable
The Provider will produce, implement and communicate a staff mental health and wellbeing plan in line with the recommendations set out in the report of the Stevenson/Farmer review Thriving at Work.	Six monthly progress reports	Evidence of implementation by October 2022	Improved recruitment and retention of staff	Not applicable

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

E. Surveys

Type of Survey	Frequency	Method of Reporting	Method of Publication	Application
Friends and Family Test (where required in accordance with FFT Guidance)	As required by FFT Guidance	As required by FFT Guidance	As required by FFT Guidance	All
Service User and carer survey as required in Schedule 2A clause 8.4	Annual	Written report to Stakeholder Board	Not required	All
Staff Survey	Annual	Written report to Stakeholder Board	Not required	All
Survey of Prescriber satisfaction as required in Schedule 2A clause 8.4	Annual	Written report to Stakeholder Board	Not required	All

SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

F. Provider Data Processing Agreement

1. SCOPE

- 1.1 The Co-ordinating Commissioner appoints the Provider as a Data Processor to perform the Data Processing Services.
- 1.2 When delivering the Data Processing Services, the Provider must, in addition to its other obligations under this Contract, comply with the provisions of this Schedule 6F.
- 1.3 This Schedule 6F applies for so long as the Provider acts as a Data Processor in connection with this Contract.

2. DATA PROTECTION

- 2.1 The Parties acknowledge that for the purposes of Data Protection Legislation in relation to the Data Processing Services the Co-ordinating Commissioner is the Data Controller and the Provider is the Data Processor. The Provider must process the Processor Data only to the extent necessary to perform the Data Processing Services and only in accordance with written instructions set out in this Schedule, including instructions regarding transfers of Personal Data outside the EU or to an international organisation unless such transfer is required by Law, in which case the Provider must inform the Co-ordinating Commissioner of that requirement before processing takes place, unless this is prohibited by Law on the grounds of public interest.
- 2.2 The Provider must notify the Co-ordinating Commissioner immediately if it considers that carrying out any of the Co-ordinating Commissioner's instructions would infringe Data Protection Legislation.
- 2.3 The Provider must provide all reasonable assistance to the Co-ordinating Commissioner in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Co-ordinating Commissioner, include:
 - (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Data Processing Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Provider must, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F:
 - (a) process that Personal Data only in accordance with Annex A, unless the Provider is required to do otherwise by Law. If it is so required the Provider must promptly notify the Co-ordinating Commissioner before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Co-ordinating Commissioner as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature, scope, context and purposes of processing the data to be protected;
 - (ii) likelihood and level of harm that might result from a Data Loss Event;

- (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (c) ensure that:
 - (i) when delivering the Data Processing Services the Provider Staff only process Personal Data in accordance with this Schedule 6F (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Staff who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Provider's duties under this paragraph;
 - (B) are subject to appropriate confidentiality undertakings with the Provider and any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Co-ordinating Commissioner or as otherwise permitted by this Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
 - (E) are aware of and trained in the policies and procedures identified in GC21.11 (*Patient Confidentiality, Data Protection, Freedom of Information and Transparency*).
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Co-ordinating Commissioner has been obtained and the following conditions are fulfilled:
 - (i) the Co-ordinating Commissioner or the Provider has provided appropriate safeguards in relation to the transfer as determined by the Co-ordinating Commissioner;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Provider complies with its obligations under Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Co-ordinating Commissioner in meeting its obligations); and
 - (iv) the Provider complies with any reasonable instructions notified to it in advance by the Co-ordinating Commissioner with respect to the processing of the Personal Data;
- (e) at the written direction of the Co-ordinating Commissioner, delete or return Personal Data (and any copies of it) to the Co-ordinating Commissioner on termination of the Data Processing Services and certify to the Co-ordinating Commissioner that it has done so within five Operational Days of any such instructions being issued, unless the Provider is required by Law to retain the Personal Data;
- (f) if the Provider is required by any Law or Regulatory or Supervisory Body to retain any Processor Data that it would otherwise be required to destroy under this paragraph 2.4, notify the Co-ordinating Commissioner in writing of that retention giving details of the Processor Data that it must retain and the reasons for its retention; and
- (g) co-operate fully with the Co-ordinating Commissioner during any handover arising from the cessation of any part of the Data Processing Services, and if the Co-ordinating Commissioner directs the Provider to migrate Processor Data to the Co-ordinating Commissioner or to a third party, provide all reasonable assistance with ensuring safe migration including ensuring the

integrity of Processor Data and the nomination of a named point of contact for the Co-ordinating Commissioner.

- 2.5 Subject to paragraph 2.6, the Provider must notify the Co-ordinating Commissioner immediately if, in relation to any Personal Data processed in connection with its obligations under this Schedule 6F, it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to obligations under Data Protection Legislation owed by the Provider or any Commissioner;
 - (d) receives any communication from the Information Commissioner or any other Regulatory or Supervisory Body (including any communication concerned with the systems on which Personal Data is processed under this Schedule 6F);
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
 - (f) becomes aware of or reasonably suspects a Data Loss Event; or
 - (g) becomes aware of or reasonably suspects that it has in any way caused the Co-ordinating Commissioner or other Commissioner to breach Data Protection Legislation.
- 2.6 The Provider's obligation to notify under paragraph 2.5 includes the provision of further information to the Co-ordinating Commissioner in phases, as details become available.
- 2.7 The Provider must provide whatever co-operation the Co-ordinating Commissioner reasonably requires to remedy any issue notified to the Co-ordinating Commissioner under paragraphs 2.5 and 2.6 as soon as reasonably practicable.
- 2.8 Taking into account the nature of the processing, the Provider must provide the Co-ordinating Commissioner with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 (and insofar as possible within the timescales reasonably required by the Co-ordinating Commissioner) including by promptly providing:
- (a) the Co-ordinating Commissioner with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Co-ordinating Commissioner to enable the Co-ordinating Commissioner to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Legislation;
 - (c) assistance as requested by the Co-ordinating Commissioner following any Data Loss Event;
 - (d) assistance as requested by the Co-ordinating Commissioner with respect to any request from the Information Commissioner's Office, or any consultation by the Co-ordinating Commissioner with the Information Commissioner's Office.
- 2.9 Without prejudice to the generality of GC15 (*Governance, Transaction Records and Audit*), the Provider must allow for audits of its delivery of the Data Processing Services by the Co-ordinating Commissioner or the Co-ordinating Commissioner's designated auditor.
- 2.10 For the avoidance of doubt the provisions of GC12 (*Assignment and Sub-contracting*) apply to the delivery of any Data Processing Services.
- 2.11 Without prejudice to GC12, before allowing any Sub-processor to process any Personal Data related to this Schedule 6F, the Provider must:

- (a) notify the Co-ordinating Commissioner in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Co-ordinating Commissioner;
 - (c) carry out appropriate due diligence of the Sub-processor and ensure this is documented;
 - (d) enter into a binding written agreement with the Sub-processor which as far as practicable includes equivalent terms to those set out in this Schedule 6F and in any event includes the requirements set out at GC21.16.3; and
 - (e) provide the Co-ordinating Commissioner with such information regarding the Sub-processor as the Co-ordinating Commissioner may reasonably require.
- 2.12 The Provider must create and maintain a record of all categories of data processing activities carried out under this Schedule 6F, containing:
- (a) the categories of processing carried out under this Schedule 6F;
 - (b) where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and, where relevant, the documentation of suitable safeguards;
 - (c) a general description of the Protective Measures taken to ensure the security and integrity of the Personal Data processed under this Schedule 6F; and
 - (d) a log recording the processing of the Processor Data by or on behalf of the Provider comprising, as a minimum, details of the Processor Data concerned, how the Processor Data was processed, when the Processor Data was processed and the identity of any individual carrying out the processing.
- 2.13 The Provider warrants and undertakes that it will deliver the Data Processing Services in accordance with all Data Protection Legislation and this Contract and in particular that it has in place Protective Measures that are sufficient to ensure that the delivery of the Data Processing Services complies with Data Protection Legislation and ensures that the rights of Data Subjects are protected.
- 2.14 The Provider must comply at all times with those obligations set out at Article 32 of the GDPR and equivalent provisions implemented into Law by DPA 2018.
- 2.15 The Provider must assist the Commissioners in ensuring compliance with the obligations set out at Article 32 to 36 of the GDPR and equivalent provisions implemented into Law, taking into account the nature of processing and the information available to the Provider.
- 2.16 The Provider must take prompt and proper remedial action regarding any Data Loss Event.
- 2.17 The Provider must assist the Co-ordinating Commissioner by taking appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Commissioners' obligation to respond to requests for exercising rights granted to individuals by Data Protection Legislation.

Annex A

Data Processing Services

Processing, Personal Data and Data Subjects

1. The Provider must comply with any further written instructions with respect to processing by the Co-ordinating Commissioner.
2. Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	<ul style="list-style-type: none"> • BNSSG Integrated Community Equipment Service (also known as BNSSG ICES or BNSSG Community Equipment Service (referred to hereafter as 'ICES') service users. • ICES loans equipment to people of all ages (Service Users), following assessment of need and prescription of equipment by qualified, approved prescriber. (as defined in Schedule 2A Appendix A) • 'Prescribers' (as defined in Schedule 2 A, Appendix A)
Duration of the processing	<ul style="list-style-type: none"> • For contract implementation and migration of data from previous contract: from a date agreed with Commissioners before the contract start date. • Throughout the contract term. • For contract wind-down period, migration of data from current contract to new contract: up to a date agreed with Commissioners after the contract end date, or after the contract extension end date.
Nature and purposes of the processing	<ul style="list-style-type: none"> • To facilitate the ordering, delivery, maintenance, repair, collection and tracking of equipment loaned to Service Users as part of the assessment of need for equipment by approved, qualified Prescribers. • The Provider may receive, record, hold and process data from Service Users, their families, carers, next of kin or other contacts involved in their care. • The Provider will ensure that any sub-contractors working on behalf of the Provider will adhere to standards expected of the Provider under this contract. • Organisation – the Supplier will securely receive, hold and organise data in a manner that will facilitate the purpose of the contract. • Structuring – the Supplier will securely place the data in specific table(s), database(s) or form(s). • The Provider will have systems and procedures for allowing controlled, secure access to the data as required to provide the Service. • The Provider's data storage system will allow access to specified records to be restricted when required by the Data Controller. • Storage – the Supplier will securely hold data on behalf of the data controller Bristol City Council. • Adaptation or alteration – the Supplier may change the data initially provided when necessary to facilitate the provision of service or to correct inaccuracy in the data

Description	Details
	<ul style="list-style-type: none"> • Retrieval – the Provider will collect and retrieve data on behalf of the data Controller, Bristol City Council • Consultation – in order to provide the Service, the Provider may give or receive advice after viewing the data • Use – the Provider will use and engage with the data in such a way as to deliver the Service • Disclosure by transmission – in order to provide the Service, the Provider will securely send data to Prescribers, Service Users, Service Users' carers, families, next of kin and other contacts held in the data. • The Provider will use secure means to transmit and receive data from their sub-contractor(s) when necessary to provide the Service. • Dissemination or otherwise making available – the Provider will not make public any data they hold and process. • In order to deliver the Service, the Provider will securely share the data with Prescribers • Alignment or combination – the Provider will examine the data provided and compare or combine it with other data as necessary for providing the Service • Restriction – the Provider will limit the data controller Bristol City Council from accessing the data. • The Provider will limit access to the data by Prescribers to what is required to deliver the Service. • The Provider will controls on the ordering and approval process in order to limit Prescriber's ability to order equipment to that which is necessary for providing the Service. • The Provider will ensure that Prescribers or anyone else using the Provider's systems and data do so securely, do not inappropriately share the data and accurately record the appropriate level of detail in the data. The Provider will provide training and advice to people using their systems to ensure compliance with • GDPR.
Type of Personal Data	<p>Including but not necessarily limited to:</p> <ul style="list-style-type: none"> • Name • Address(es) • Telephone number(s) • Email address(es) • Contact details for family • Contact details for carers or key holders • Date of birth • Date of death • Council and / or NHS unique identifier(s) • Equipment on loan • Location of equipment on loan • Details of returned equipment • Details of repairs and servicing of equipment • Equipment procurement and ownership history • Authorisation notes • Equipment-related care arrangements • Equipment-related clinical reasoning forms

Description	Details
	<ul style="list-style-type: none"> Records of Provider employees visits to Service Users
Categories of Data Subject	<ul style="list-style-type: none"> Personal data of ICES Service Users. Personal data of ICES Service Users' families, carers, next of kin or other contacts required to deliver the Service. Personal data of ICES prescribers. Service users may be resident within the BNSSG Local Authority Boundaries or be Ordinary Residents of these Authorities, or may have a BNSSG General Practitioner and therefore responsibility for their care lies with Bristol, North Somerset and South Gloucestershire Clinical Commissioning Group (CCG). The Supplier will hold and process data about employees who are working on this contract and may transfer to the Supplier from a previous contract and at the end of this contract may transfer to a new Supplier.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<ul style="list-style-type: none"> At the end of the contract period or by a date after the contract end date agreed with the Data Controller, all data held and processed by the Provider (be it hard copy or electronic data) under this contract must be either be Transferred securely to the council (Electronic Data must be transferred in an encrypted format using a secure communication method such as SFTP (Secure File Transfer Protocol) using TLS (Transport Layer Security); other data such as paper records should be kept secure in transit, tracked during transit and delivered to the correct individual so special or recorded delivery should be used where appropriate). and/or Destroyed in accordance with BS EN 15713:2009 standards and following NCSC (National Cyber Security Centre (NCSC.gov.uk)) recommended guidance. <p>In sufficient time prior to the end of the contract for the Provider and Data Controller to make and agree suitable data handover arrangements, the Supplier will contact the contract manager for further instructions on how to appropriately, transfer data to the council and/or securely destroy and to agree a deadline for this to be completed.</p> <p>Data will be returned to the Data Controller or destroyed as outlined above and processing for the purposes documented shall be terminated.</p> <p>Data that continues to be held for audit purposes or due to statutory requirements after the contract end date or a later date agreed with the Data Controller will be the responsibility of the Supplier who will become the data controller and shall continue to comply with data protection law.</p>

SCHEDULE 7 – PENSIONS

Not Applicable

SCHEDULE 8 – LOCAL SYSTEM OPERATING PLAN OBLIGATIONS

Not Applicable

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