

**Maintenance of Lifts and Hoists  
Service Specification  
(including testing, servicing, installation, removal outside of manufacturer’s warranty)**

**2021 to 2024 (3 years)**

**(with the option to extend for 2 x 12 month periods to 2026)**

Contents

[Definitions 4](#_Toc66373344)

[1.0 Introduction and Context 6](#_Toc66373345)

[1.1 Introduction 6](#_Toc66373346)

[1.2 Service vision 6](#_Toc66373347)

[1.3 Overall aims and purpose of the service 6](#_Toc66373348)

[1.4 Local policy 7](#_Toc66373349)

[1.5 Statutory requirements 7](#_Toc66373350)

[1.6 Legislation 8](#_Toc66373351)

[1.7 Service Demand 8](#_Toc66373352)

[1.8 Population Need 9](#_Toc66373353)

[1.9 Key challenges 10](#_Toc66373354)

[2.0 High Level Service Outcomes 11](#_Toc66373355)

[2.1 Service Principles 11](#_Toc66373356)

[2.2 Service values 12](#_Toc66373357)

[2.3 Social values 12](#_Toc66373358)

[3.0 Service Requirement and Deliverables 13](#_Toc66373359)

[3.0 Service Scope 13](#_Toc66373360)

[3.1 Out of Scope 14](#_Toc66373361)

[3.2 Service description 14](#_Toc66373362)

[Item Collection and Redeployment 15](#_Toc66373363)

[3.3 Additional services/ service development 15](#_Toc66373364)

[3.4 Service Governance 15](#_Toc66373365)

[3.5 Operating Hours 15](#_Toc66373366)

[4.0 Service Standards and Delivery 17](#_Toc66373367)

[4.0 a) Installation and Removal 17](#_Toc66373368)

[4.1 b) Premises and Storage 32](#_Toc66373369)

[4.2 c) Testing/ Maintenance/Servicing of Equipment 34](#_Toc66373370)

[4.3 d) IT system 39](#_Toc66373371)

[4.4 e) Enquiry Point 41](#_Toc66373372)

[4.5 Transition Arrangements 41](#_Toc66373373)

[5.0 Standard Service Requirements 44](#_Toc66373374)

[5.1 Communications and Marketing 44](#_Toc66373375)

[5.2 Equality of access to services and rural geography 44](#_Toc66373376)

[6.0 Workforce 46](#_Toc66373377)

[6.1 Workforce requirements/ structure 46](#_Toc66373378)

[6.2 Workforce management 46](#_Toc66373379)

[6.3 Recruitment 46](#_Toc66373380)

[6.4 Mandatory training 47](#_Toc66373381)

[6.5 Workforce development 47](#_Toc66373382)

[6.6 Identification 47](#_Toc66373383)

[6.7 Travel/ use of vehicle 48](#_Toc66373384)

[7.0 Service Improvement 49](#_Toc66373385)

[7.1 Service feedback, engagement and co-production 49](#_Toc66373386)

[7.2 Continuous service improvement 49](#_Toc66373387)

[8.0 Contract Management and Quality Assurance Standards 50](#_Toc66373388)

[8.1 Quality specific standards 50](#_Toc66373389)

[8.2 Performance management reporting 51](#_Toc66373390)

[8.3 Complaints, compliments and ombudsman investigations 53](#_Toc66373391)

[8.4 Whistleblowing 54](#_Toc66373392)

[8.5 Managing Information 55](#_Toc66373393)

[8.6 Policies and procedures 56](#_Toc66373394)

[8.7 Equality and diversity 57](#_Toc66373395)

[8.8 Health and safety 57](#_Toc66373396)

[8.9 Safeguarding 58](#_Toc66373397)

[8.10 Prevent and channel duties 64](#_Toc66373398)

[9.0 Governance Requirements 66](#_Toc66373399)

[9.1 Legal compliance 66](#_Toc66373400)

[9.2 Lead provider / consortia / multiple or joint providers 66](#_Toc66373401)

[9.3 Service sustainability and business continuity 67](#_Toc66373402)

[9.4 Strategic governance 67](#_Toc66373403)

[9.5 Information governance 67](#_Toc66373404)

[9.6 Clinical governance 68](#_Toc66373405)

Definitions

Definitions within this service specification are defined below:

|  |  |
| --- | --- |
| **Term** | **Definition** |
| Appropriate Person | The client or those able to represent the client needs such as a family member or carer if they have reduced capacity. |
| Contract Manager | Officer nominated by the Council as able to represent them in discussions over contract delivery with the Provider. The Contract Manager may choose to delegate some of their duties to another member of staff. The Provider will be informed where this is the case. |
| Carer | Means a paid or unpaid person who provides care and/or support to the Client |
| Client | A term used to encompass services users of the Local Authority. It may also refer to individuals who are patients are local health organisations. |
| Decontamination | The process of removing dirt/soiling from an item and disinfecting it, so that it is sterile at the point that the decontamination process is complete. |
| Delivery | The process of the supplier transporting items from storage to a client. |
| DFG/ Disabled Facilities Grant | The DFG is a means-tested grant to install showers, stairlifts, ramps or to make other changes to the home to enable disabled children and adults to lead more independent lives. It restores dignity, improves safety and makes life easier both for disabled people themselves and for their carers. It can be crucial in avoiding a move into care or in enabling someone to leave hospital. |
| Equipment/ Equipment Item | This includes all equipment items relevant to this contract. These falls under two main categories; lifts and ceiling track hoists. |
| Integrated Community Equipment Service (ICES) | The name of the service contract which complements this service. The Provider of this contract is Ross Care. |
| Provider | Refers to the Provider who is responsible for the management, coordination, provision and delivery of this Service. |
| LOLER | Lifting Operations and Lifting Equipment Regulations 1998 |
| Maintenance | The process of checking that an item of equipment is functioning correctly and carrying out any servicing required to ensure that it does. |
| Mobilisation | The period of time between contract award and contract commencement |
| Contract Manager | The Manager responsible for representing the Council with the service/provider on a day to day basis |
| Professional | In general, an Occupational Therapist who has recommended installation of the equipment |
| Reuse | The process by which equipment is returned to the provider, decontaminated, repaired and put back into stock. Note: the term ‘recycling’ is sometimes used for the same process |
| Stock | All equipment held by the Provider in storage relevant to this contract. This includes whole equipment items plus spares. |

# Introduction and Context

## Introduction

Lift and hoists provide an aid to independent living for individuals who have mobility related issues. As such, they support people to be more independent and to be cared for in their own home, thus also reducing the need for a more complex care and support package. This also benefits carers by making it easier for them to provide care to the individual.

Lifts and hoists are supplied by a number of separate contracts, in response to successful Disabled Facilities Grant applications. Consequently, this service specification covers arrangements once this equipment is outside of its warranty period, to ensure that it continues to be maintained and is safe.

## Service vision

*“For lifts and hoists to be maintained and repaired in a way in compliance with manufacturer’s   
guidelines via a high quality, person focussed service, which also ensures   
people are safe”*

## Overall aims and purpose of the service

The service will support the following aims:

* Enable people to be supported in their own homes
* Reduce the number of hospital admissions and re-admissions
* Reduce the number of care home admissions
* Reduce the number of falls
* Reduce the number, cost and intensity of care packages
* Reduce the burden on Carers and risk of Carer breakdown, whilst increasing confidence and peace of mind
* Improve health and wellbeing by maximising independence, choice, control, dignity and quality of life within the individual’s home
* Reduce health inequality through provision of equipment maintenance.

## Local policy

This service specification aligns with priorities within the Council’s Corporate Plan 2020-24. These include:

* A commitment to protect the most vulnerable people in our communities
* To reduce the reliance on long term care by improving services closer to home and providing more extra care facilities, including dementia services
* To reduce health inequalities across the borough
* A commitment to protect the most vulnerable people in our communities.

## Statutory requirements

The principle legal provisions for supply of Lifts and Hoists (via a Disabled Facilities Grant) are contained in the Housing Grants, Construction & Regeneration Act 1996 (HGCRA) and regulations made under it. The following is a summary of the key legal provisions:

* DFGs are mandatory grants and are available to disabled people when works to adapt their home are judged necessary and appropriate to meet their assessed needs, and when it is reasonable and practicable to carry them out having regard to the age and condition of the dwelling or building.
* DFGs are also subject to a means‐test (except in the case of children), which means that applicants’ and partners income and savings have to be assessed to determine the amount of any contribution they are required to make towards the cost of the required work, and hence the amount of grant available to them. The way in which the means‐test is carried out is set by regulations and the Council does not have any discretion in applying it. Applicants in receipt of certain specified benefits are however exempted.
* Subject to all the eligibility criteria being met, the Council must ‘determine’ (i.e. approve) properly made applications ‘as soon as reasonably practicable’, but no later than 6 months from the application date.
* The maximum DFG is currently set at £30,000 as determined by The Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008. Note: Local Authorities have discretion to increase this limit. As such, it was set at £50K by Cheshire East Council’s Cabinet in 2017.

The Government commissioned an independent report into Disabled Facilities Grants in February 2018. This made 48 recommendations but is still being considered by the Government.

There are no specific legal requirements under DFG regulations to ensure items such as lifts supplied are also maintained (as under this specification). However, there are the following advantages in doing so:

* It enables the benefits of the equipment to be enjoyed for longer by those who would not be able to fund their maintenance/servicing
* It allows appropriate equipment to be reused
* It continues to reduce the risk of the individual requiring more complex social care support (e.g. moving the service user to a residential care home) and enables them to be more independent

## Legislation

Delivery of this service must be in compliance with all legislation relevant to the service. Key examples are listed below (list below not exhaustive). This also applies to the work of any sub-contractors:

* The Health and Social Care Act 2008 (including the hygiene code)
* Health and Safety at Work Act 1974
* Corporate Manslaughter Act 2007
* The Health and Safety (Offences) Act 2008
* Disability Discrimination Act 1995 (DDA)
* Electricity at Work Regulations 1989
* Management of Health and Safety at Work Regulations 1999
* Manual Handling Operations Regulations 1992
* Lifting Operations and Lifting Operations Regulations 1998
* Provision and Use of Work Equipment Regulations 1998
* Care Standards Act 2000 (and Health and Social Care Act 2008)
* Care Act 2014
* NHS and Community Care Act 1990
* Chronically Sick and Disabled Persons Act 1970
* Constructions (Design and Management) Regulations 1994 and 2015.

## Service Demand

Appendix B gives details of call-outs undertaken by the incumbent provider. Appendix C gives a ‘snapshot’ of equipment currently being maintained. Appendix D summarises the activity undertaken by this service. Note: there are issues with the format and accuracy of the data provided to the Council. As such, the Provider should take account of this when considering service provision. Note: data has also only been made available for 2020.

## Population Need

The total population size of Cheshire East is 384,152.[[1]](#footnote-1) Population demographics are older than England with 10.8% of people being aged 75+ in comparison to the England average of 9.5%; and 12.2% who are aged between 65-74 in comparison to 9.9% in England. Furthermore, the numbers of people aged 75+ is forecast to increase over the 2020-2025 period 3.

The Borough also contains an increasing number of people experiencing disability. This is illustrated in Table 1 which shows the predicted number of people with a limiting life long illness; and Table 2 which shows adults predicted to have impaired mobility 2. Table 3 presents the information slightly differently for older adults (due to available data sources); with figures given for those unable to manage at least one mobility activity on their own [[2]](#footnote-2).

Table 2: Older People in Cheshire East with a Limiting Long-Term Illness who Day to Day Activities are Limited A lot

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Age Range* | *2020* | *2025* | *2030* | *2035* |
| 65-74 | 6,217 | 6,191 | 7,117 | 7,765 |
| 75-84 | 7,499 | 9,232 | 9,702 | 9,851 |
| 85 and over | 5,071 | 5,767 | 6,830 | 8,629 |
| Total population aged 65 and over | 18,788 | 21,189 | 23,648 | 26,245 |

Table 3: Adults predicted to have Impaired Mobility

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Age Range* | *2020* | *2025* | *2030* | *2035* |
| 18-24 | 225 | 218 | 243 | 249 |
| 25-34 | 392 | 383 | 356 | 366 |
| 35-44 | 2,215 | 2,320 | 2,385 | 2,335 |
| 45-54 | 2,835 | 2,560 | 2,500 | 2,625 |
| 55-64 | 7,672 | 8,386 | 8,120 | 7,406 |

Table 4: Older Adults predicted to be unable to manage at least one mobility activity on their own

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Age Range* | *2020* | *2025* | *2030* | *2035* |
| 65-69 | 1,924 | 2,120 | 2,513 | 2,549 |
| 70-74 | 3,212 | 2,874 | 3,176 | 3,776 |
| 74-79 | 2,982 | 3,750 | 3,399 | 3,771 |
| 80-84 | 3,056 | 3,544 | 4,524 | 4,119 |
| 95-89 | 5,495 | 6,210 | 7,365 | 9,265 |
| 90+ | 16,669 | 18,498 | 20,977 | 23,480 |

Cheshire East has a geographic size of 116,638 hectares[[3]](#footnote-3). The population density of the borough of Cheshire East is 3.29 (persons per hectare). This is much lower than the English mean of 16.16 (persons per hectare) [[4]](#footnote-4). Cheshire East contains the towns of Crewe (75,556), Congleton (26,178), Macclesfield (56,581), Wilmslow (35,945) and Nantwich (17,226) [[5]](#footnote-5) which are significant in population size.

## Key challenges

The following challenges need to be met in order to deliver the Lifts and Hoist Maintenance service in Cheshire East.

* Ensuring that maintenance/ servicing and testing of lifts and hoists are conducted on a timely basis so that an individual continues to benefit from this equipment and there is assurance that the equipment is safe.
* To ensure that the service is delivered in a person-centred way offering high levels of customer service. This includes ensuring the Appropriate Person understands the work being carried out, and any steps required from them to maintain the equipment.
* To ensure that an efficient service is delivered which offers good value for money. This includes enabling the equipment to be reused where appropriate.
* To minimise the environmental impact of the service. For instance, ensuring that effective route planning takes place to reduce business mileage.
* To ensure appropriate links are made with other relevant services such as the Community Equipment Service and Disabled Facilities Grant Services in order for clients to receive support which is relatively seamless.
* To be responsive to changes in supporting services e.g. any potential future changes to the supply of DFG related equipment.

# High Level Service Outcomes

## Service Principles

It is expected that the Lifts and Hoists Maintenance Service will be delivered according to the following key principles:

* *Person Centred –* The service provided should offer high standards of customer care focussed around the needs of the individual. This includes in giving full details to the Appropriate Person regarding work required.
* *Efficient Data Retention –* Records should be updated in a timely and accurate manner to ensure for instance, that there is an audit trail for work carried out.
* *Appropriate Workforce to Meet Needs –* The workforce should possess appropriate qualifications, skills and knowledge in order to deliver the service to high standards. This includes for delivering person-centred support.
* *Continuous Learning* – The Partner should work in a way which is iterative and adaptive; therefore using continuous reflection to provide services flexible to the changing needs of the Local Authority and residents. This will also generate service improvement over time and enhanced value for money.
* *Reduced Environmental Impact* – The service should minimise its environmental impact by careful consideration of the wider consequences of its activity e.g. the environmental costs of transporting equipment.
* *Preventative* – Maintenance of lifts and hoists should serve a preventative function (alongside the original supply of the equipment), where appropriate. As such, it should seek to delay or prevent people’s social care and health needs from escalating, thus resulting in eventual admission to hospital or residential care (e.g. due to a fall).
* *Equitable Delivery* – the service should be provided in an equitable way across the geographic area

## Service values

The following values underpin the Service aims and ethos which the Provider is to adhere to:

* Openness and trustworthiness
* A commitment to quality
* Dignity and respect
* Collaboration
* Communication
* Personalisation
* Compassion and empathy towards all Clients
* Providing support for individuals or groups facing greater social or economic barriers
* Third sector engagement
* Community engagement
* Market development.

## Social values

The Provider will be expected to identify targets within their model aligned to one or more of the following social value objectives:

* **Promote employment and economic sustainability** – tackle unemployment and facilitate the development of skills;
* **Raise the living standards of local residents** – working towards living wage, maximise employee access to entitlements such as childcare and encourage Providers to source labour from within the Cheshire area;
* **Promote participation and citizen engagement** – encourage resident participation and promote active citizenship;
* **Build the capacity and sustainability of the voluntary and community sector** – practical support for local voluntary and community groups;
* **Promote equity and fairness** – target effort towards those in the greatest need or facing the greatest disadvantage and tackle deprivation across the borough;
* **Promote environmental sustainability** – reduce wastage, limit energy consumption and procure materials from sustainable sources.

The Provider will undertake Cost Benefit Analysis (CBA) for their identified social value targets, which will be monitored through the contract monitoring process. Benchmarking for CBA will be undertaken by the Provider once the contract has been awarded.

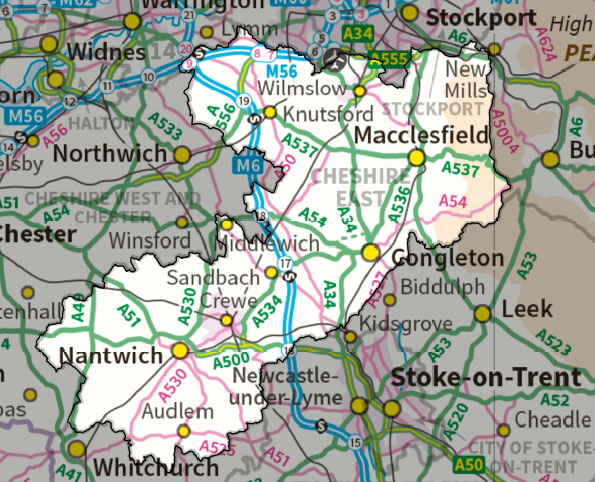
# Service Requirement and Deliverables

## Service Scope

The service will provide maintenance of lifts and hoists supplied via a Disabled Facilities Grant (once the equipment is out of warranty) to ensure adults with this equipment continue to remain independent/receive appropriate care. This includes stair lifts, vertical lifts, steps lifts, platform lifts and ceiling track hoists (including Standard Hoists (transformer and spreader bar manual traverse), Standard Hoist (transformer and spreader bar power traverse), Battery Hoist, Manual Turntable, Powered Turntable, Straight track, Curved Track). In addition to this, the service will remove such equipment when it is no longer required and decontaminate it, recondition and store it. In limited cases, the service will also reinstall such equipment at an alternative resident’s home when requested by the Council.

The service will be delivered to all individuals resident within Cheshire East. As shown in Figure 1 below.

Figure 1: Map of Cheshire East



## Out of Scope

* Supply of new lifts and hoists, as this is dealt with via a separate framework contract.
* Repair/servicing/maintenance of Lifts and hoists still within the manufacturer’s warranty period (or covered by any other warranty).
* Equipment items which are not lifts and hoists
* Lifts and hoists which have not been supplied under a Disabled Facilities Grant (except in exceptional circumstances)
* Lifts where the user is located at a property owned by a Housing Association. Note: in such cases the Housing Association would be expected to maintain it (except in exceptional circumstances).

### Disabled Facilities Grant Contracts

The Council has separate contracts for the supply of Stairlifts, Step-lifts, Vertical through Floor Lifts and Hoists with Wessex Lift Company and Handicare Accessibility Ltd (currently due to expire on 31/10/21). There is also a separate step-lift contract with the same organisation which is currently due to expire on December 2022. Chiltern Invadex hold the Council’s contract for provision of ceiling track hoists (currently due to expire on March 2023).

## Service description

Servicing/Maintenance/Repair of a Disabled Facilities Grant Item:

Typically, the process for admission to this service would be as follows:

1. An individual would be assessed for a lift or hoist via a Disabled Facilities Grant by an Occupational Therapist.
2. An DFG application form would be completed
3. This application would be considered by the Cheshire East DFG panel
4. A successful applicant would receive a lift or hoist via a relevant DFG supplier
5. This item would be maintained by the original supplier/manufacturer during the warranty period.
6. Once this item was out of warranty, individual’s meeting certain eligibility criteria would qualify for the maintenance of the equipment being funded by Cheshire East Council. \*
7. This would continue until it was no longer possible to maintain the item. \*

\*As such these steps are those directly relevant to this service specification

## Item Collection and Redeployment

1. An item no longer required by the service user would be collected from their home (where deemed economic to do so)
2. This item would be collected, decontaminated, examined and stored by the Provider if suitable
3. The item would later be fitted in another individual’s home at the request of Cheshire East Council. Alternatively, parts from the equipment would be use to maintain a similar piece of equipment.

## Additional services/ service development

The Council reserves the right to include maintenance of other related equipment items as part of this contract. This is likely to involve other equipment supplied as part of a Disabled Facilities Grant/ Occupational Therapy Panel Funds. This would take place in discussion with the Provider.

## Service Governance

The Council will provide details to the provider on a monthly basis of any individuals in receipt of a lift and hoist whose warranty which is due to lapse.

The table below shows Disabled Facilities Grant equipment currently due to be out of warranty from July-December 2021:

Table 5: Equipment out of Warranty 2021

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **July** | **Aug** | **Sept** | **Oct** | **Nov** | **Dec** |
| Straight Lift | 4 | 1 |  | 1 | 2 | 5 |
| Curved Lift | 3 | 2 | 2 | 1 | 1 | 4 |
| Ceiling Track Hoist (inc H Frame) | 3 | 2 | 2 |  | 2 | 3 |
| Through Floor Lift |  |  | 2 |  |  |  |

## Operating Hours

The Provider will ensure that the standard elements of the service (servicing/testing/maintenance, installation, collection) are delivered between 9am and 5pm on a daily basis (52 weeks of the year excluding bank holidays and weekends). However, a repair service will operate outside of these hours. This includes Bank Holidays and Weekends.

The Provider will supply contact details to enable the service to be swiftly contacted. The Council will also inform the Provider of their organisations’ emergency out of hour’s arrangements and provide details of the emergency telephone number prior to the Commencement Date. The Provider will be responsive to any changes required in the hours of operation requested by the Contract Manager.

# Service Standards and Delivery

Delivery of this service has been split into the following high-level components.

1. Installation and Removal
2. Premises and Storage of Equipment
3. Testing/Maintenance/Servicing of Equipment
4. IT System
5. Enquiry Point

Specific details of what they include, is shown in the sections below.

Note: all relevant response times (e.g. for delivery, collection, testing/servicing) will be subject to review and the Commissioners reserve the right to amend them during the lifetime of the contract (subject to discussion with the Provider). Performance against targets on delivery and collection will be monitored in accordance with the Performance Management Framework (see Appendix H).

## a) Installation and Removal

A highly limited number of (previously used) equipment items taken from stock will need to be installed in a client’s home (or other relevant premises) at the request of the Contract Manager. These will need to be of an appropriate standard for reuse. See Section 4.0.13 for further details.

This request will be made by the Contract Manager via a written brief including:

* Name and contact details for the Appropriate Person (and client if a different person)
* Initial Assessment of the Work
* Nominated Professional to liaise with over the tasks.

In the vast majority of cases this will involve ceiling track hoists rather than lifts.

### Site Survey

Having received a request, the Provider will review the suitability of the equipment for installation at its proposed location before this takes place. This will happen within 5 working days of receipt of the request. In order to complete this, a physical visit will be required to conduct a site survey. A mutually convenient time for this will be arranged with the Appropriate Person.

Site survey work will entail the following steps:

* The Provider understanding the Council’s and Client’s requirements (both by using the brief and through conversations with the appropriate person). Note: the site survey and risk assessment will need to be conducted with the relevant client present in order to correct assess their requirements.
* The Provider reviewing the premises, its construction, layout and current condition in relation to the installation of the equipment.
* Discussing the work with the Appropriate Person such as how the equipment will meet need, plus any constraints on its performance. Giving them details of the likely time required to install the item (if the work goes ahead) and any limitations whilst the work is carried out (e.g. constraints on access to parts of the house).
* Answering queries raised by the Appropriate Person

A risk assessment will also be undertaken during the site survey process. This will identify any possible hazards and the mitigating actions required in order to reduce the risks to an acceptable and safe level. The Provider will explore all areas of risk from executing tasks in the property to its own staff, the service user, or any other visitors or individuals in the vicinity of the property. Risks include (without limitation) shock, trapping, tripping, fire, obstruction, access, construction techniques, building materials and falls.

When determining the most appropriate layout/equipment to meet the needs of the client, the Provider will consider all relevant factors, including but not limited to whether the equipment is compatible with any other equipment necessary to meet the Client’s needs, whether this is appropriate for the intended environment, and whether it is compatible with the characteristics of the client (e.g. height or weight).

Following completion of the site survey, a written submission will be provided to the Contract Manager by secure email. This will include:

* Date of the survey
* Identity of the surveyor
* Written proposal of equipment to be supplied to meet requirements
* Drawing/diagram of the proposed work, including detailed measurements
* Identification of any items of equipment in storage suitable for installation. A note should be provided if a particular type of equipment is not currently available but would be best suited to the client’s need.
* Identification of any additional work required not in the original brief from the Council
* Any items to be omitted from the brief provided by the Council
* Any items requiring clarification
* Confirmation of Itemised Specification and Pricing for the Tasks. This will include the supply and fitting of all necessary equipment and parts (including supporting brackets).
* Site Specific Risk Assessment and Mitigating Actions.

This will be provided within 5 workings days of the initial request by the Council. A telephone/video or face to face meeting may be requested by the Council to discuss details of the work.

The Provider will also be expected to state in the document if the installation would be unsuitable. This would include giving a comprehensive description of relevant issues and any alternative options.

The Contractor will reserve the equipment in stock for a minimum of 14 days from the date the site survey is completed. If no response has been received from the Council after this period, the Provider will send a reminder to the Contract Manager. If the Equipment is no longer required, the Provider will then reinstate the equipment for potential use by another client.

Note: a site survey may also be required if an equipment item needs to be moved within a property such as a ceiling track hoist.

### Installation of Equipment

Installation is expected to take place within 10 days of approval being given for installation by the Contract Manager. The Contractor will inform the Appropriate Person within 2 days of receipt of this order and obtain verbal approval for this (including an appropriate date for the work to commence). As such installation will take place within ten working days of this approval (unless there is a clear requirement by the Appropriate Person for the work to be undertaken at an increased timescale).

All tasks will be completed within 3 working days of the installation commencing to the satisfaction of the Council and the Appropriate Person.

Tasks will be performed in accordance with this specification, the written brief and/or any agreed variations and in accordance with the manufacturers’ recommendations. The contractor will only install refurbished equipment that is fit for purpose and in good repair and has satisfied all appropriate tests in compliance with relevant legislation and guidance. The contractor will ensure that materials, parts and fittings, conform to all relevant standards and codes of practice.

Staff should also be aware of additional sensitivity required when dealing with individuals who may be coping with stressful situations, including those who may have been recently bereaved.

Note: The Provider’s staff may need to be provided with security instructions (e.g. a code to obtain a key from a key safe, an alarm code to disable the security system) in order to access the property. This information should be kept securely and not retained any longer than necessary.

### Prior to Commencing the Work

Prior to the commencement of the work in the premises, the Appropriate Person will need to give written approval that the specified work can commence. This will include ensuring advance agreement has been given to any necessary alterations to the property as well as disruption caused by the work (e.g. mains electricity being turned off).

Provider staff will review the risk assessment produced during the site survey before the work commences, ensuring measures are enacted to reduce risk to satisfactory levels. Note – the provider will ensure this risk assessment remains under review throughout the execution of tasks (with the Council informed of any significant changes).

As part of risk mitigation, appropriate checks will need to be carried out before the work is undertaken e.g. to avoid damage to waterpipes, electricity cables etc. Additionally, the Provider must ensure that the working area is adequately cleared of any obstruction and that the household’s property, furnishings, and personal possessions are adequately protected through the duration of the work.

### Structural Alterations

The structure may require alteration to enable the equipment to be fitted. Where structural elements are altered the Provider will ensure compliance with Building Regulations and make good, ensuring that the property is left in an appropriate state.

In the event that the Provider is required to install a refurbished stairlift and the rail overhangs the top or bottom of the stairs in its design, the contractor will allow for it to be adequately protected, to prevent possible trapping or tripping hazard. The protection is to be of sound construction with no sharp edges and will be approximately one metre in height.

In the event that the Provider is required to install a refurbished stairlift, a handrail must be in situ for other users of the stairs. Where handrails need to be removed or relocated, all holes are to be made good with appropriate filler.

In the event that the Provider is required to install a vertical (through floor) lift, the contractor will ensure compliance with Building Regulations for the structural alterations, provide adequate fire protection of a minimum of 30 minutes fire integrity regardless of whether the lift is parked at the upper or lower floor and smoke/heat detection.

The Provider will ensure that all equipment in installed with adequate and appropriate acoustic protection to prevent noise transmission to other occupiers and neighbours, having due regard to the construction and layout of the property and adjoining properties.

### Standards Whilst Work is Carried Out

The Provider will ensure that all tasks are carried out with the minimum nuisance from noise, vibration, dust etc. This includes not using any radio or other audio equipment whilst work is carried out within a property.

The Provider will ensure that the client has sufficient lighting, heating, cooking facilities and drinking water, for the duration of the time work is carried out. If the mains electricity is turned off in order to undertake work, it must be ensured that this is restored at the end of each working day. Additionally, the Provider will ensure that at the end of each working day any dust and debris are removed from the premises and the premises are left in a tidy, safe and secure condition that is free from hazards, paying particular attention to securing or cordoning off excavations.

The Provider will also ensure roadways, parking areas and pedestrian access are open at all times, and clear of machinery, materials and obstructions.

The Provider will ensure that the household undergoes the minimum disruption necessary whilst their staff undertake the process. This includes that the client and other members of the household has access to suitable toilet and washing facilities throughout the duration of work at the property.

Smoking is strictly prohibited within the premises and its curtilage as well as use of alcohol/recreational drugs by an employee whilst they are working.

The Appropriate Person will be given emergency contact details for the Provider should anything go wrong whilst the work is being carried out including outside of standard working hours. The Provider will be expected to remedy the issue(s) within 3 hours of receiving notice.

### Electrical Requirements

Electrical work will to be carried out in accordance with Part P of the Building Regulations and covered by an Electrical Installation Completion Certificate (BS7671) signed by a person registered with a 'recognised self-certification scheme’. All work is to be executed to the best. practice as laid out in BS 7671, the I.E.E. Regulations and their subsequent amendments.

Main earth bonding to the property is to be brought to the current standards.

Circuits supplying the works are to have suitably sized overload and earth leakage protection provided either from an existing circuit to be extended, from a spare way on a compliant distribution board or from a dedicated consumer unit.

The power supply for battery powered, mains charged equipment may be taken from an existing circuit but only if that circuit is suitable and compliant. The circuit must have RCD protection at source or should have one fitted prior to the power point. In all other situations a new radial supply will be installed. Mains powered equipment must have a dedicated circuit. If a pre-payment meter is present on this circuit the client should be made aware of the problems likely to be encountered and requested to change it. Fixed electrical work is to be completed prior to the equipment's installation; a temporary supply is not acceptable.

The power supply will terminate in an un-switched fused spur local to the equipment and have an appropriately sized fuse fitted. Any transformer/ charger will be fixed to the wall near the spur unit or fitted inside equipment rail.

All wiring to the works to be concealed within floor voids and plasterwork wherever possible, otherwise should be enclosed within white plastic mini-trunking complete with all accessories, permanently secured to surfaces.

Any disturbance caused to soft furnishings and structures including decoration to enable the installation shall be properly re-instated to the clients and Contract Officer’s satisfaction.

Electricity sources/equipment must be appropriately tested and checked to ensure safe operation.

### Warranties

All refurbished equipment installed by the Provider is subject to a warranty period of not less than 6 months from the date of installation. The Provider will keep a record of any materials or parts guaranteed for a period in excess of 6 months.

The Provider will maintain a record of all warranties. This will be provided as part of the Performance Monitoring Framework.

All warranties will as a minimum cover:

* Parts
* Materials
* Labour
* Technical Advice
* Attendance, including associated travel, on any day at any time.

Throughout the warranty period, the Provider will perform Testing/Maintenance/Repair work at no additional cost to the Council or the client/Appropriate Person. All warranties will survive the termination/end date of the contract.

The Provider will ensure that replacement materials and parts arising under the warranty are compatible with the existing equipment and match existing finishes. Where materials and parts have been superseded, the Provider will take all remedial action to ensure compatibility of the replacement materials and parts.

For the avoidance of doubt, any tasks for breakdowns and service repairs performed within the warranty period will be carried out at no additional cost to the Council or the client.

In the event that the Provider does not carry out its obligations under the warranty, the Council reserves the right to extend the warranty period including all of these obligations. These will be provided at no additional cost to the Council until these obligations have been performed.

### Cancellation of Work

The Council reserves the right to cancel work (including the site survey) before and after work has commenced. The Council undertakes to pay the Provider the costs incurred for tasks completed up to and including the date of cancellation and any tasks required to make the premises tidy, safe and secure.

In the event that the Provider wishes to cancel an order, the Contract Manager will be informed in writing stating the reasons for the request. The Council reserves the right to refuse such a request if it deems adequate justification has not been given. In the event that the Council accepts cancellation of an order, the Provider will be liable for any costs incurred as a consequence, including any overt additional costs as a consequence of the Council having to appoint an alternative contractor.

### Completion of Work

Once installation has taken place, the following measures will be taken.

1. *Locating/Fitting of Equipment*

* Fitting and Adjustment of the Equipment (in collaboration with the client and Appropriate Person) - so that it is ready for use by the client or carer, using instructions or directions provided by the manufacturer or Supplier. For instance, this will take account of a client’s weight/height.

1. *Disposal of Waste*

The Provider will ensure debris is disposed of and unused materials are removed which arise as a result of the work.

1. *Home Environment*

* The Provider will ensure that any property, furnishings and/or personal possessions that were moved in the execution of the tasks are returned to their original position in agreement with the Appropriate Person.
* The Provider will make good any brickwork, plaster, decoration or other items disturbed as a result of the work. The Provider will also make timely arrangements to remedy any damage to the premises and/or personal effects, howsoever caused. If this has taken place the Provider will inform the Contract Manager within 24 hours of its occurrence, giving the proposed remedial action, and the agreed timescale for its remedy. Note: if any damage is incurred on the property which cannot be remedied by the Provider they will be liable to pay financial compensation.

1. *Equipment Checks*

Manual checks on all equipment will be undertaken by the Provider to ensure compliance with manufacturer/ supplier standards as well as any relevant legislation (including LOLER). This will be conducted with use of instructions or directions provided by the manufacturer or supplier. Warranties must be provided declaring that the equipment is safe and fit for use.

1. *Equipment Demonstration/ Sign-Off*

* A demonstration will be given to the Appropriate Person (and any relevant carer) on the correct use of relevant equipment identified for immediate use.
* The Provider will only complete the installation and demonstration process when fully satisfied that the correct and safe use instructions have been understood by the Appropriate Person (and any relevant carer) by way of observing use.
* In exceptional circumstances (when it has been indicated on the order) a professional may also need to be in attendance when the item is demonstrated. The Provider will make the appropriate arrangements with the client and professional to facilitate this. If a joint visit is not possible, alternative arrangements must be agreed by the professional before delivery and installation takes place.

1. *Information and Acceptance of Equipment*

* The Appropriate Person will be provided with a copy of written materials. These include: user instructions, maintenance/cleaning instructions, arrangements for collection and contact details for repairs/servicing work/enquiries. Information materials should also include details of the potential to compromise the reliable operation of the equipment through incorrect use (or the installation of additional equipment) thus affecting the Appropriate Person/Carers/Clients’ legal liability and safety. Materials will be in an appropriate format for the Appropriate Person to ensure safe use.
* The Provider will ensure that a signature is received from the Appropriate Person confirming that: installation, equipment fitting, demonstration of safe use and supply of instructions has been completed, that they are satisfied with it, and that the equipment is clean and fit for use. This individual must be 18 years or above to authorise the process.
* The Provider will make clear to the Appropriate Person that the equipment is on loan, is the property of the Council, will be used correctly, and must be collected/returned when no longer needed.
* The Provider will clearly label all equipment by placing a sticker on the equipment indicating relevant warranty expiry date, service dates, and contact details for maintenance enquiries.
* The Provider shall provide the Appropriate Person with a copy of the document they have signed. The Provider shall retain a copy of this document as part of the client record.

### Removal of Equipment

In addition to this, the Provider will be expected to collect lift/ hoist equipment at the request of the Contract Manager. This will require contacting the Appropriate Person to make arrangements for the item to be collected.

There should be no expectation by clients that removal will be offered as a guaranteed part of this service, and the Contract Manager (in liaison with the Provider) will need to make an initial judgement if removal makes financial sense (based on what they know of the equipment from its type, age, servicing/repair record plus any conversations with the Appropriate Person). This would be by recourse to the following criteria:

1. Whole items of equipment:

Is the equipment suitable for reuse? Secondly, is the cost of the equipment for the Council, in excess of the removal and decontamination cost? (with recourse to the pricing schedule) If both these criteria are met then the removal would be expected to go ahead.

1. Spares

Would the equipment contain spares in limited supply in store, which could be reused? Would the cost of obtaining the equipment, decontaminating it, dismantling it and scrapping parts of it where necessary (with reference to the pricing schedule), be less than the cost of obtaining the spares by other means.

See Section 4.0.13 for a fuller detailing of criteria related to suitability of item/spares for reuse. Data should be provided on the reason behind a collection with contract monitoring information.

Note in addition to this, the Council reserves the right to ask for removal for other reasons e.g. on compassionate grounds.

Removal is expected to take place within 10 working days of the Provider being made aware of the work, and within 3 days if the Contract Manager requests urgent removal.

On recovery of the equipment, its condition will need to be fully assessed. Any item parts which are not suitable for reuse will be disposed of. See Section 4.0.14 for further details. Equipment/ parts found to be in good condition will be decontaminated, refurbished and stored for potential deployment in the future.

The cost of removal of equipment is given in the pricing schedule.

### Modifying Equipment

On an infrequent basis there will be a need to modify equipment already in place with a client. Examples would include:

* Moving ceiling track hoist tracking
* Extending track for a ceiling track hoist
* Relocating a charging point

In such cases, the Provider will be asked to provide a written quotation for the work. This will be provided within 5 working days of a description of the work being received from the Council.

Following this, the Contract Manager will have ultimate discretion on whether the work is then approved to be carried out under this contract. If this is the case, the Provider is expected to perform this work within 10 working days of receiving confirmation that the work can take place from the Council.

### Removing Equipment – Remedial Work

When removing equipment, the Provider will re-instate the property to an acceptable standard. This will include:

* Removing any support brackets
* Making good any holes to walls or ceilings with a quick setting filler, sanded to create a smooth flush surface
* Ensuring all relevant electrical work is conducted to ensure that the property is safe following removal of the equipment. This includes making safe and tidying any electrical supply to the equipment according to current wiring regulations. Any holes exposed in the surface mounted spur box following the removal of mini trunking must be plated over and made safe
* Reinstating any loft insulation that has been disturbed
* Replacing any disturbed skirting board, matching the existing as closely as possible.
* In the event of the removal of a vertical lift, reinstating any joists and floor decking ensuring fire protection in accordance with building regulations. Floor boarding will also be rectified in order to match existing flooring, with plaster board to the underside and plaster skim work undertaken to match the existing ceiling.
* Removing any hazards created as a result of the removal of equipment.
* Removing the equipment item from the property and transporting this (ultimately either for storage or disposal).

The Appropriate Person will be advised of the remedial works necessary prior to them being carried out. This includes any remedial work which they will be responsible for e.g. redecoration or replacement of floor coverings. Signed approval must be gained from them before this takes place.

If the Provider deems remedial work is required in addition to that detailed in this specification then the Council will be informed to decide the next course of action. This may include the Council asking the Provider for a written quote (including a description of the tasks required) for this work. This work would then be undertaken by the Provider on approval by the Council. However, the Council will not in any circumstances be held liable for any additional remedial work or tasks outside of the scope of that detailed in the specification which have not been ordered in writing.

Note: the provider will be liable for any financial compensation required as a result of damage caused by remedial works.

#### Failed Installations and Collections

The Provider will have a protocol for managing contact with the household. This will aim to maximise the chance of equipment recovery and installation.

* Making Contact for a Visit - a minimum of 4 attempt calls will be made to the Appropriate Person to arrange installation/collection at a mutually convenient time. These will fit within the timetable of the relevant service standard speed. Times of the attempted calls will be recorded for monitoring and audit purposes. If after four reasonable call attempts the Provider is unable to contact the Appropriate Person, the Provider will notify the appropriate Professional/Team within the agreed delivery speed timescales to decide the next course of action. Answerphone messages/emails or texts will be used to follow up on non-response.
* Arranging a Visit - When contacting the Appropriate Person, the Provider will explain their role and offer and agree a 3 hour timed slot within the working hours of the service. They will also establish any specific instructions (e.g. use of back door, knocking at the door loudly due to the individual being hearing impaired etc). The importance of being available at the given time must be stressed to the Appropriate Person/client due to the costs that failed visits incur to the service.
* Failed Installation/Collection – Once having agreed the timing of a visit with the Appropriate Person, if installation does not take place, for instance, because the person is not available to answer the door, then a card with contact details should be delivered instead. However, fair time should be allowed for a response from the household (e.g. in case of mobility issues).

The Provider will notify the appropriate Professional/Team within the agreed delivery speed timescales on this issue. Following this, the Provider will agree a suitable alternative time and date for installation with the Client. A re-visit due to the fault of the Appropriate Person, will only be conducted once, unless agreement is reached between the Contract Manager and the Provider.

Note: the cost of any failed installations/collections will be picked up by the Provider rather than the Local Authority.

#### Failed Collections – Follow Up

For any failed collections, further steps with be undertaken by the Provider with the Appropriate Person to try and secure recovery of the item. This will involve further follow up calls over a one month period, accompanied by a letter sent by post. It should be noted that, in general, the Council will have no mandatory right to this equipment. As such, any collection will only have been initiated through the Council reaching prior agreement with the Appropriate Person.

If at any point it is established that the Appropriate Person cannot/will not return the item to the Provider this should be escalated to a Contract Manager for consideration.

### Reconditioning an Item

Where equipment is of suitable condition, the Provider will recondition the item, so that it is in a good condition for installation at another property as and when required. A list of items suitable for reuse will be provided to the Council as part of the Performance Management Framework (Appendix H).

Factors that the Provider will consider in making this decision will include the equipment’s age, condition, reliability, technical obsolescence, assessment of economic repair, availability of correct replacement parts and availability of specialist repair knowledge.

In preparing an item for reuse, all equipment parts and accessories will be examined and tested thoroughly for deformation, defects, wears and tear, with remedial action taken to ensure the equipment is fit for purpose. No modifications will be undertaken which will compromise the integrity of the equipment.

Any pre-used parts used in the refurbishment of equipment will be subjected to a fully documented risk assessment by the Provider, taking account of its length of time in service, age, service history, maintenance and repair history.

Before reusing any item that has been refurbished, the Provider will undertake rigorous testing to ensure it meets appropriate standards of health and safety, and that risk of future malfunction/breakdown is within acceptable limits.

The pricing of reconditioning equipment must be given in the pricing schedule in the tender process. These charges cover the full cost of parts, travel, labour and tools necessary to complete this work.

### Disposal/Scrappage of Equipment

If equipment is deemed unsuitable for reuse, then it will be examined to see if any parts would be of suitable condition to retain as spares. However, storage of these items will only take place where sufficient spares are not already in stock.

All systems and procedures related to equipment disposal will comply with relevant MHRA guidance on Community Equipment Loan Stores available at: <http://www.mhra.gov.uk>. This will ensure that equipment is safely disposed of. Additionally, this will be conducted in such a way as to maximise the amount of material which can be recycled and thus minimises what ends up in landfill.

A charge will be made to the Council for disposal of items. This charge will apply to a single whole item of equipment e.g. a hoist. In cases where some parts of the equipment are retained and some parts are scrapped, the Council will be invoiced this single charge (as such it does not apply to each separate part).

The schedule of repairs/servicing/maintenance will be updated by the Provider to take account of equipment that is scrapped (or collected for storage). A description will also be given of the reason that any items were disposed. Note: the Council reserves the right to implement a validation procedure for disposals.

#### Tools/Items Required for Work

The Provider will ensure they have sufficient equipment, parts (including spreader bars), fixings, spares to deliver the contract and that these items are of an appropriate standard. This applies to both this component of the service plus all other service components. These items must be priced by the Provider into the pricing schedule charges. The Contract Manager will be informed of any problems by the Provider in obtaining these items.

### Decontamination and Infection Control (including COVID-19)

Effective decontamination and infection control measures are vital to reduce the risk of infection from communicable diseases such as COVID-19, Hepatitis B as well as Health Care Associated Infections such as MRSA and Clostridium Difficile.

#### Legislation/Standards

The Provider shall carry out decontamination and infection control services in accordance with:

* The Health and Social Care Act 2008 (including the hygiene code)
* Health and Safety at Work Act 1974
* Control of Substances Hazardous to Health (COSHH) Regulations 2002.

This will also be in compliance with guidance, recommendations and standards from the Care Quality Commission and Public Health England (including that relating to COVID-19).

### Decontamination of Equipment

The Provider shall ensure that equipment suitable for reuse is cleaned, decontaminated and refurbished to a standard that meets infection control guidelines, Health & Safety and manufacturer’s requirements, before returning the item of equipment to stock. This includes with the aim of minimising the risk of transmission of communicable diseases such as COIVD-19. The Provider must follow decontamination procedures compliant with all relevant legislation and guidance. This will ensure:

* The Provider shall implement a system which prevents cross contamination of equipment in accordance with MHRA DB2006(05) Managing Medical Devices Guidance.
* The Provider shall evidence auditing on equipment cleaning in accordance with all relevant legislation including ISO9000: 2001, or equivalent, on a monthly basis.

The Commissioners may inspect audit certificates at any time.

The Commissioners reserve the right for infection control specialists to visit and access on demand premises and vehicles used by the Provider to provide the service, on at least an annual basis.

A price for decontamination is given in the pricing schedule. This is inclusive of all labour, equipment, treatments and travel required. If an item is dissembled into separate parts, only the single charge will apply (as would be the case if the item had been kept complete). Thus, it is not permissible to dissemble an item like a lift into a number of parts, with the Council charged the decontamination fee for each item. Information must be given the Local Authority on which equipment the decontamination charge applies to.

### Infection Control Processes

The Provider will keep clients, staff and visitors (to the Provider’s premises) safe by putting sufficient systems and processes in place to ensure effective infection control. This will include:

* Undertaking a risk assessment of service delivery (to be updated as processes or guidance changes) to help identify required actions. This will take account of current guidance from Central Government including in relation to COVID-19. The Council will be informed of any significant changes to service delivery identified as a result in a timely manner.
* Standard Operating Procedures will be put in place as part of the risk assessment process to ensure that delivery, installation, maintenance/testing/servicing/repairs, decontamination and storage, are delivered to appropriate infection control standards. This includes usage of appropriate Personal Protective Equipment (for all relevant service delivery components including delivery, collection, repair, testing/servicing, storage and decontamination), social distancing, handwashing (including use of hand sanitiser) where appropriate. These Standard Operating Procedures should be updated when relevant guidance changes.
* The segregation, handling, transport and disposal of waste will be properly managed so as to minimise the risks to the health and safety of staff, clients, the public and the safety of the environment.
* The Provider will provide appropriate personal protective equipment for its entire staff, along with all materials, tools and substances required for the safe and effective cleaning and decontamination of equipment. Relevant items (e.g. hand sanitiser) will be supplied to assist in the appropriate hygiene of staff members whilst carrying out work operations.
* The Provider will ensure that high standards of environmental cleanliness of locations used by the Provider are maintained.

The Provider will ensure that staff concerned with all aspects of service delivery are appropriately recruited, inducted and trained in order to maintain effective infection control standards. This includes in cleaning and decontaminating equipment, and minimising infection risk to clients.

#### Infection Control Incidents

The Contract Manager will be informed of any incident relating to infection control (including if it relates to MHRA regulation). This will occur immediately, if there is an imminent risk to client, household or staff health (or any other persons). The Provider will also monitor and report on infection incidents in the contract management process.

## b) Premises and Storage

The Provider will be responsible for the appropriate storage of all relevant equipment. As such warehousing must be appropriate for the size and quantity of all items relevant to this contract.

Storage will take place in such a way as to ensure that there is no deterioration to equipment or packaging due to:

* Excess temperature or humidity
* Direct Sunlight
* Dust and other particles that can build up on the equipment and affect function
* Poor handling.

It will also mean that:

* Equipment is stored according to manufacturers’ instructions
* Floor marking and other labelling are used to distinguish areas of store e.g. for clean storage, cleaning processes, dirty items, decommissioned items etc.
* Storage enables infection prevention standards to be enforced, for instance, ensuring that there is no cross-contamination between clean and dirty items.
* Storage and control are appropriate for any substances hazardous to health.
* Equipment is stored in such a way that it is both easily accessible for inspection by Commissioners (should this be required for audit purposes), and easily retrievable.
* Equipment is stored securely.
* This facility will permit the reuse and decontamination of equipment items in compliance with required infection control standards.

All premises and facilities operated by the Provider shall be accessible for all, compliant with the Equality Act 2010 and maintained throughout the contract term to ensure effective and timely provision of the Service.

The Provider shall comply with CHAS/ISO 9001:2000 quality standards or equivalent, with supporting certification, for any premises that they use in the delivery of the Service. The Provider shall make provision for increased equipment required to be in store, placing greater demands on the premises facilities and the stores management within the full term of the contract.

The Provider will store modules and component parts together for equipment items with the main equipment items. The Provider will replace at its own cost any modules or component parts lost or mislaid whilst in store. The Provider will ensure that all equipment items, replacement parts, components, spares will have unique code numbers and barcoding for tracking and traceability.

A single charge is made in the pricing schedule for storage of items (which encompasses all other things reasonably related to storage such as the cost of premises, security etc). A key principle of storage is that the Provider is expected to store equipment and spares which could reasonably be reused. Thus, holding a surfeit of spares for a particular product type must be avoided.

The Council reserves the right to give the contractor 24 hours notice of their intention to inspect warehousing, equipment, parts in storage Monday to Friday during normal operational hours.

### Storage Capacity

The Provider is required to store sufficient parts (obtained either via direct purchase from a supplier or through items collected from clients) in order to meet service requirements (including KPIs around timeliness). This will need to encompass the equipment currently being maintained.

There will also be a requirement to ensure that whole equipment items can be stored when collected and in suitable condition for reuse. However, storage of such equipment will be limited to no more than ten items. This relates to ceiling track hoists only. Storage of lifts will only take place through discussion with the Contract Manager.

### Storage Location

The Provider will ensure that the location of storage facilities enables provision to be suitably equitable and timely for the delivery, collection, servicing and repair of relevant equipment items across the Cheshire East area. The exact location is left to the Provider to put forward. However, cost-effectiveness is expected to be achieved through its placement, as well as reduced environmental impact where possible (e.g. business mileage). The former may mean existing Provider warehousing is used.

### Cleaning within Premises

The Provider shall meet the following standards for cleaning of equipment within its premises:

* All work and floor surfaces must be smooth, non-porous and kept clean.
* A one-way workflow of equipment from dirty to clean areas.
* Appropriate cleaning, decontamination areas will be clearly identified (e.g. outline markings on the floor).
* All shelves, racks and work area must be easy to clean.
* Hand washing facilities must be kept separate from utility sinks.
* COSSH risk assessments must be in place for detergents and other cleaning materials.
* Equipment will be traceable through the cleaning and decontamination process.
* Equipment will be bagged or covered where appropriate.

## c) Testing/ Maintenance/Servicing of Equipment

The Provider will be responsible in full for the ongoing servicing, maintenance and mandatory testing of lifts and hoists equipment (where out of manufacturers’ warranty). This will include equipment previously installed at the request of the Council which is now out of warranty (e.g. equipment supplied as a result of a Disabled Facilities Grant), and equipment which has been installed by the service. As such, regular liaison will take place with the Council to ensure that any relevant DFG items newly eligible for this support receive it, as a result of the lapse of the equipment’s original warranty. No other equipment will be maintained under this contract (unless with the explicit agreement of the Contract Manager). The Provider will need to take on any issues linked to incomplete or missing data.

As part of conducting this work, the Provider shall comply with all legislation, standards and manufacturer’s instructions concerning servicing and testing of equipment. This includes:

* Lifting Operations and Lifting Community Equipment Regulations 1998 (LOLER);
* Portable Appliance Testing requirements (PAT);
* Provision and Use of Work Equipment Regulations 1998 (PUWER);
* MHRA standards.

Staff carrying out checking and testing will meet appropriate standards for competence.

The Provider will maintain an electronic testing schedule for the equipment. This will ensure that each equipment item has a thorough inspection and service will be conducted of equipment every six months. This will also mean that new equipment added, will be tested no later than 6 months after the date of the equipment being added to the servicing schedule. Records shall be updated and maintained, giving details of all tests/work carried out, with documentation kept in the client’s home similarly updated. This will be provided to the Contract Manager on a quarterly basis (see Performance Management Framework for further details).

The planned maintenance programme will be in compliance with all appropriate legislation and will include testing in accordance with Lifting Operations and Lifting Equipment Regulations and manufacturer’s guidance. Records of this activity also will be kept for each item of equipment.

Servicing inspection and testing will include (but is not limited to):

* Inspection of each element of the equipment and any accessories being used in relation to the equipment e.g. slings
* Load testing of the equipment and any accessories used
* Performance tests
* Inspection for damage, deformation, defects or wear and tear, howsoever caused and
* Checks that the equipment is properly assembled.
* Ensuring safe working load clearly marked
* Ensuring the Provider’s contact details are clearly visible via a sticker on the equipment.

Where there is more than one piece of equipment at a property that requires servicing/testing/maintenance, within or close to its service schedule the Provider will align the servicing to avoid repeat visits.

If any misuse of equipment is detected during a visit, this should be reported to the Contract Manager for review.

#### Contacting a Client for a Testing/Servicing/Maintenance

Arranging servicing or repairs should be carried out with use of 4 phone calls (in an analogous process to arranging installation) with messages left by answerphone email/text when no response has been received. Escalation will take place to the Contract Manager if contact has not been possible at the end of this process.

#### Testing of Collected Equipment

The Provider shall ensure that equipment meets appropriate cleaning, safety and servicing standards. This will include at minimum:

* Safety testing
* Electrical testing (e.g. portable appliance testing)
* Load bearing testing (e.g. lifting operations and lifting equipment testing)
* Insect testing
* Contaminant testing

This will be in accordance with, but not limited to:

* Relevant legislation (including LOLER)
* Infection prevention control guidance
* British, European and international standards
* Local industry standards and codes of practice
* Good practice necessary to ensure the safe and continued use of relevant equipment
* Manufacturer Guidelines.

The Provider will reuse and reissue equipment to a standard agreed with Commissioners. Commissioners do not expect reused equipment to be in ‘as new’ condition when it is put back in stock and will work with the Provider to educate and advise clients, carers and families regarding the merits of employing reused equipment.

### Servicing/Testing of Items

If as part of servicing/testing/ repair any equipment is identified as unsafe, the Provider will take steps to remedy the issue within the visit (as a repair). If it cannot be resolved via repairs, then the Contract Manager will be informed of the fault in writing (within 24 hours), in order to agree a subsequent course of action. This may result in the equipment being removed or the client being offered alternative equipment (under this contract or via a DFG).

If the item is unsafe (either because the issue is unresolvable or because it requires additional visits), the Appropriate Person will also be informed of the situation, and the item will clearly be labelled as unsuitable for use. The item will also be disabled by the Provider (where possible) to prevent potential future usage.

In the event that the equipment is removed for repair or replacement the Contractor will make alternative provision to ensure that the client has continued access to equipment for their safe lifting. This may include notifying the Council, so that suitable care may be provided where appropriate. This may include making links with the Council's commissioned Community Equipment Service in order for equipment to be temporarily supplied.

A record will be kept of refurbishment/repair work for each item of equipment, including replacements parts, fault log and record of usage of all component parts.

The pricing of servicing/testing is given in the pricing schedule in the tender process. These charges cover the full cost of parts, travel, labour and equipment necessary to complete this work. If a repair is required then the separate repair charge fee will apply. Note: the Provider is expected to minimise the number of visits to a client’s home. As such, repair work should be carried out at the same time as servicing/testing work (dependent on availability of parts and the work schedule).

#### Child Seating

#### As part of servicing/testing work on lifts in use by children or young people, there will be a need to verify that seating is still of appropriate size. If adjustment is needed this will be absorbed within the standard servicing/testing charge when carried out as part of this process. However, where the work has been specifically requested by a parent/professional outside of this schedule, it will be classified as a repair.

#### Alternative Person using Equipment

The Council will be informed by the Provider if an alternative person to the original client is using the equipment. This may be due to the client being decreased or no longer living in the property. This will be in order for the Council to decide whether it is appropriate for the equipment to continue to be maintained under this contract.

### MHRA Warnings

The Provider shall work in collaboration with the Medicines and Healthcare products Regulations Act (MHRA) and act on any Medical Device Alerts (MDA) or MHRA hazard warnings (as instructed within the warning). In the event of an MDA the Provider shall identify the equipment affected and liaise with the Council regarding a planned approach to undertaking the recommendations in the MDA i.e. the need for any equipment reviews or equipment recalls.

### Product recalls

In isolated cases, there may be equipment items which undergo non-MHRA related recall by the manufacturer. In such cases, the supplier will need to put necessary measures in place to replace these items with an appropriate alternative, in a timely fashion. The Provider will fund the expense of this work and will seek compensation from the manufacturer involved as appropriate.

### Repair of Equipment

When a request for a repair is received (either directly from a client, appropriate person or the Contract Manager) the Provider will need to classify it as high priority or medium priority. High priority repairs are where there is risk of significant impact on the client’s health and wellbeing. These will be undertaken within 3 hours with an expectation that response will take place as quickly as possible.

All medium priority repairs will be completed within 24 hours. Repairs will be classified as ‘medium priority’ when the client can continue to use the equipment in a safe manner and the occurrence does not adversely affect their ability to use the equipment to continue their daily activities.

Repair work can be enacted without approval from a Contract Manager (although this arrangement is subject to review). However, an audit trail of activity will need to be made available at the Contract Manager’s request. Note: there may be an immediate need to contact the emergency services if a very quick response is not possible and there is a clear risk to the health of the individual.

Remedial action should be completed during the repair response visit. This should be charged for separately. Where this is not possible due to the lack of availability of parts or other valid reasons, the equipment should be made safe. The Contract Manager will also be informed in the client needs additional care support as a result. Remedial action which cannot be completed must be completed at the earlier opportunity and no later than 5 working days. A clear reason for the delay must be given in monitoring data. Note: if as part of this work it is established that it would be better to replace the equipment with an alternative item from stock, the Contract Manager must be informed in order to give approval. Grounds for doing this include: a high risk of the equipment breaking down again, lack of spares within stock or available from suppliers, to enable the repair to take place.

The Provider will repair equipment in accordance with the manufacturers’ specification using approved techniques and components. The Provider will ensure that this takes place so that the equipment complies with all relevant European standards and testing requirements, thereby ensuring the long term use of the equipment and client safety. The Technician must be authorised by the relevant manufacturers to repair or maintain electrical and mechanical equipment.

The Provider will be responsible for ensuring all materials, tools and accessories are provided to ensure that effective and safe repair and servicing work can be completed. The Provider will ensure that any replacement parts are compatible with existing equipment and match as near as possible the item removed, allowing for obsolete parts to be brought up to current standards.

Standards for repair are shown in the Performance Management Framework (Appendix H). A log should be kept of repair work carried out. This should be shared with the Contract Manager on request. This will include data and time of request, findings, remedial action undertaken etc.

The pricing of repairs is given in the pricing schedule in the tender process. This includes an initial charge for call-out (either high or medium priority). These charges cover the full cost of parts, travel, labour and tools necessary to complete this work. As such, there is no separate charge for the time required to complete the work. Note: if a repair is required as part of servicing work, this should be charged for separately.

It should be noted that the charge levied will depend on the priority allocated to the repair (high or medium) and will thus not depend on *when* the work is conducted.

### Failure to Attend the Premises

In the event that the Provider does not respond to a request to attend the premises, the Council reserves the right to appoint an alternative suitably qualified company to undertake the urgent remedial action, the cost of which will be recharged to the Contractor. Any work performed as a result of this call-out will not invalidate any parts of this contract.

## d) IT system

### Overview

A suitable IT system will be used to enable an effective service to be delivered by the Provider. This will meet appropriate clinical, financial and operational functionality requirements. This will allow a record to be kept of the status of individual equipment items (including where they currently reside).

The system will meet all relevant security and GDPR requirements and will protect client/professional confidentiality appropriately.

The IT System will provide an audit trail for all Service activities (Installation, Collection, testing Repairs, , etc.) and shall record and retain historical data.

### Reporting

The IT system will enable a detailed range of reports to be supplied to the Council by the Provider. This will include:

* Status of equipment items including equipment type, manufacturer, purchase date, location (client name or in store), last service date etc.
* Equipment, repair, servicing, collection and delivery spend.
* Decommissioned Items (to enable sign-off)
* Level of Equipment Reuse

Reporting will also be sufficient to enable the finances of the service to be managed appropriately. This will mean a financial report is produced allowing all contract related expense to be accurately calculated on a quarterly basis. An annual financial report will also be provided using the same approach.

### Equipment Inventory

The Provider shall develop and maintain a single inventory/asset register of all stock which passes through the service (inclusive of spares/parts), with each carrying an individual identifier. The asset register will be made available at the request of the Contract Manager at any time.

The Provider will ensure that the equipment catalogue is managed appropriately to facilitate the tracking of individual items. This includes maintaining an electronic record of ‘standard information’ for each item. This includes the type of equipment, date of original purchase, condition (when last checked), testing, location, service/repair dates including a short description of work carried out.

When an item is delivered, collected, serviced or repaired the IT system should be updated appropriately. This should include notification to the relevant professional that delivery or collection has taken place. Records for all items should be maintained for the lifetime of the contract.

### Data Quality

The Provider will ensure that data held by the IT System is as accurate as possible. This includes putting appropriate safeguards in place to ensure that information supplied by 3rd parties is accurate. Audit of data quality will also take place of information on the system on a regular basis (including physical auditing of stock to verify data records).

Data cleansing policies and procedures will also be in place. This includes a process for updating records where clients have recently become deceased. It will also include a clear policy related to data retention which will link with data management processes.

## e) Enquiry Point

During normal operation hours, the Provider will deliver an enquiry service for dealing with requests from the Contract Manager, professionals and clients/carers. By way of example, these may include:

* Professionals – responding to queries over equipment capabilities; verifying information in the IT system; checking when work will be conducted.
* Appropriate Person – requesting the collection of equipment; querying how an item of equipment should be used.

The enquiry point will be accessible via a telephone line or email address. Records will be kept of these episodes together with the steps taken to resolve them. All phone calls should be initially answered within 20 seconds (e.g. using a telephone message) with live chat accessible within 5 minutes of the initial call being answered. Recording of conversations should take place with appropriate management including warnings for the public.

An answerphone will be available to take messages outside of operational hours. These enquiries will be dealt with in the next working day. Emails will be initially acknowledged by an automated email message and will be responded to within 24 hours.

In addition to this, outside of normal operational hours, there will also be a telephone/email service for Clients and Professionals to enable access to the repair service and to liaise regarding urgent equipment. See Section 3.5 (operating hours) for further details.

## Transition Arrangements

The Council requires the Provider to carry out certain initial Services prior to formal commencement of the Service. These initial Services or Mobilisation Services will include (but not be limited to) the following actions:

* Transition planning
* Identified key contacts
* Service delivery model
* IT implementation and secure data transfer
* Recruitment
* Management and staffing structure/ TUPE of staff
* Set up including locations and resources
* Assessment of existing Equipment stock/ Catalogue Revision
* Communication and engagement plans
* Governance arrangements and agreements
* Robust planning, risk and project management
* Training of professionals
* Templates and appropriate paperwork to be in situ (including at the local branch and within the Clients’ property)

In preparation for the period of mobilisation, the Provider will provide a detailed mobilisation plan as part of the tender process, identifying the actions they intend to achieve in relation to the requirements set out within this specification. The Partnership will require an updated plan for review and approval following contract award.

The Provider is required to allocate project management support for the critical transition from the current service to the newly commissioned service.

These Mobilisation Services will be performed from the Mobilisation Date as detailed in the Agreement and will need to be completed by the formal Commencement Date of the Agreement.

A communication plan is also required that sets out a robust approach to the transition management for wider professionals, current clients, potential clients and other key stakeholders including elected members and governance groups.

During the mobilisation period, a programme of meetings will be arranged with the current commissioned Provider and the other relevant partners to review roles, responsibilities and working practices.

#### Data Transfer

As part of the mobilisation period, data will need to be transferred from the existing IT system used by the current provider. This will need to take place securely with appropriate data cleansing before data is fed into the Provider’s chosen IT system. Appropriate off-boarding arrangements will also be required with present providers.

### Pre-Existing Stock Owned by the Council

#### Stock Collection

The Provider must make necessary arrangements to collect, transport and store all items held in storage by the existing Provider but owned by the Council. This is likely to take place just before contract commencement and will involve a limited amount of stock (including spares and whole equipment items). This stock will then be assessed and evaluated by the Provider. The presumption is that all full pieces of equipment will be used by the new service.

There will be no additional charges for work involved in this process. As such, any costs should be built into the charges for the original contract term.

# Standard Service Requirements

## Communications and Marketing

The Provider will ensure that there is a Communication Plan that sets out a robust approach to the mobilisation and delivery of the service. This Plan will be developed by the Provider and will be updated and reviewed quarterly during the contract review meetings. This will clearly describe activities for the promotion of the Service with stakeholders including professionals and clients.

The Provider will ensure proactive and innovative approaches to marketing and communications with all stakeholders to provide information & advice and ensure social marketing is maximised and behaviour change secured within the Cheshire area. This will promote self-care and independent living. As part of this, where appropriate, retail shops within the area should also be promoted to meet the additional equipment needs of clients not met under this contract. Additionally, representatives from the provider may be required to attend events on the request of Contract Managers. This may encompass demonstrating equipment items/ training.

Communication methods and materials need to be suitable for a variety of audiences – children, young people, adults, families, parents, partners, carers, professionals, general public, businesses – providing timely and straight forward information and guidance accounting for language and a range of literacy levels.

The marketing strategy will be reviewed annually to ensure approaches’ are current and in line with evidence of what works. The Provider will work with commissioners and take account of client / patient, parent, partner, carer, and wider stakeholder experiences in the review of the marketing strategy. As well as work proactively with others involved in health, Care and Wellbeing campaigns to ensure communication coherence.

## Equality of access to services and rural geography

The Provider will ensure that access to services by individuals, considers the needs of specific groups to ensure that disadvantage does not occur. The Provider will need to demonstrate their understanding of the population and geography of the Cheshire area to inform their marketing and service delivery approaches where relevant. This applies equally to the specific needs of distinct ethnic groups, gender, age, disability, and sexuality as it does for our towns, villages and rural populations. Provider understanding of modes of transport and transport routes, acceptable service delivery locations for children, young people, families, adults and communities will be vital in ensuring flexible, mobile, and outreach service delivery, at accessible times, and in locations that best meets need.

The Provider will ensure that the needs of clients / patients from under-represented groups and priority groups are fully considered in the planning and delivery of service arrangements, these groups are as follows*:*

* Young People;
* Ex-service Personnel;
* People with a Learning Disability;
* Lesbian, Gay, Bisexual, Transgender;
* Black and minority ethnic groups
* People with a sensory impairment;

The Provider will ensure that the service (where relevant) provides adequate consideration of specific service venues, any satellite venues such as in primary care and other universal settings, outreach settings, and to service opening times.

# Workforce

## Workforce requirements/ structure

Staff recruited to work within the service should be competent, appropriately skilled and trained to enable them to undertake processes and offer information, advice and guidance in relation to the Service.

The Provider must demonstrate effective continued professional development to ensure that staff are up to date with relevant national and local evidence and guidance in relation to the provision of Equipment. Employed staff should undertake a range of training, and competencies to ensure that they are equipped with the necessary skills to support them in their role.

The Provider will ensure that good communication and impartiality is embedded throughout the whole of the Service, for staff. The Provider will assure the Commissioner that robust arrangements are in place for the assessment of workforce skill mix, qualification, continued professional development, and structured supervision and appraisal. The Provider will submit an audit, ongoing training schedule and attendance as part of the contract monitoring process.

## Workforce management

The Provider will ensure that individual supervision is viewed as an important contribution towards continued professional development and that supervisors have the appropriate level of training to supervise staff delivering the service.

## Recruitment

The Provider shall ensure that staff are recruited who are appropriately qualified, competent, experienced and are confident to support clients and professionals and to undertake required work. Workforce development, training, and supervision appropriate to the individual staff members must be available to ensure a high quality and safe service.

The Provider is responsible for ensuring that it employs staff with the following consideration:

* Staff have a range of skills and competencies for supporting client needs and the requirements of the service (such as relating to infection control) and that staff so far as is possible reflect the diversity of society including any disability, age, religion, racial origin, sexual orientation, culture and language and generally comply with the Equality Act.
* Staff have specific training on all relevant products and equipment under this contract.
* The Provider must develop clear, written job descriptions and person specifications for all posts to be established for this service. The Provider may be required to supply copies of these documents to the Council and is expected to take reasonable note of any observations which the Council has.
* The Provider must put in support mechanisms that provide staff with regular supervision, training and development. Other support services, for example, mentoring, counselling and buddy scheme should be on offer to staff.
* The Council must ensure the same standards for any sub-contractors.

## Mandatory training

All staff must be given training in appropriate standards of customer care. Additionally, staff carrying out installation/collection of equipment must be trained in how to install and operate each specific item of equipment appropriately. This includes use of accessories, and adjustments of the item to the needs of client/carer.

All staff dealing with equipment, equipment storage or decontamination will also be trained on infection prevention and control. This includes the symbols which appear on equipment/packaging.

## Workforce development

The provider will ensure that staff receive regular training and professional development. This includes on the knowledge and skills required to deliver the service but also the wider skills required to ensure that the service delivers to high standards of quality including around customer care.

This includes having good interpersonal skills and emotional intelligence, so that they are able to deal with a range of people in a respectful, non-judgemental, person-centred manner including those of protected characteristics.

Staff should be supported to identify gaps in their knowledge, confidence or skills with training and information on offer to assist with this.

Staff performance will be assessed at regular intervals through verbal and written feedback with a view to improving the capabilities of staff and effectiveness of programmes. Action planning may be utilised as part of this process.

## Identification

All staff delivering services or support under this contract should wear suitable work clothes displaying the Provider’s logo and must display a clear identification badge to members of the public. The badge should include a recognisable photograph of the holder and a contact telephone number should the client wish to call the Provider to confirm identity.

## Travel/ use of vehicle

The service will be operated with use of vehicles. These should be selected to be as environmentally as possible under the Commissioner’s required cost structure. There will also be a need to ensure that vehicles are of appropriate size for conducting delivery/collection rounds efficiently. As part of this, the possibility of use of electric vehicles should be explored over the course of contract delivery.

Delivery route optimisation will be conducted to minimise the mileage required by vehicles whilst also ensuring that delivery speeds are met as determined by professionals. Verification of this will be possible by Contract Managers/ the Contract Manager. Integration of collections/ deliveries will take place as part of this. This will have overall the goal of reducing road miles incurred by the Provider’s vehicles and the overall cost of road transport to the Council.

Each vehicle should carry livery show clearly that the vehicle belongs to the provider (and where possible that it is delivering under this specific contract). They will also be suitable for the correct loading and unloading of equipment and the segregation of items (to avoid cross contamination), as well as displaying hazard warning signs when necessary, when this takes place.

All vehicles will be roadworthy and undergo regular checks in line with appropriate transport related regulations. Driving will also meet appropriate standards of quality.

Vehicles will be appropriate to enable equipment to be delivered/ collected within required timescales. This includes ensuring that equipment is appropriately secured when transported.

Vehicles will have the requisite insurance for the delivery of the service.

Compliance will be met with: The Carriage of Dangerous Goods by Road Regulations, 1996.

# Service Improvement

## Service feedback, engagement and co-production

Engagement and co-production with stakeholders (particularly client engagement and co-production) must be a core principle of service delivery. Engagement and co-production must be embedded within the service practice to ensure that clients feel valued and listened to. The Provider must demonstrate how engagement and co-production has contributed to service development and improvement. The Provider must engage with clients as follows:

* The design, development and improvement of the service (co-design)
* The evaluation and review of service performance and pathways (co-evaluation)
* The delivery of services e.g. peers, champions and volunteers (co-delivery)

## Continuous service improvement

The Council’s vision is one of partnership and a collaborative approach to service design and delivery. As such, whilst the Council has defined an outline approach to the delivery of this service, this is not a static model, and instead one that will develop over time as evidence from Provider delivery informs service development. It will also be affected by legislation, policy and emerging best practice.

As such, the provider must continually make use of intelligence/research to understand how delivery can be refined in order to improve standards and generate further service efficiency. A key complement to this is use of innovation (including use of technology) to establish more effective ways that outcomes could be addressed.

# Contract Management and Quality Assurance Standards

## Quality specific standards

The Provider is expected to have in place robust governance framework and supporting processes, which ensure that it is compliant with appropriate legal requirements and standards. We would expect the governance framework to include but not be limited to the following:

* Communication between clients, families, parents, carers and staff (including managers and clinicians)
* Communication between staff across wider services, including clinicians and managerial staff;
* Effective reporting and monitoring mechanisms for issues of concern whether relating to the clients, or people connected or employees;
* Client recording;
* Service IT / data recording and storage systems;
* Incident reporting and health and safety matters;
* Child Protection & Adult Protection – Safeguarding;
* Reporting and monitoring of incidents and accidents to staff, volunteers and clients [including the management of violence and domestic violence];
* Health & Safety Inspection, and fire safety;
* Clinical Governance;
* Infection Control;
* Inspections by CQC, OFSTED, or LHW or Commissioners;
* Complaints and Compliments management for paid staff, volunteers and clients;
* Client engagement and co-production;
* Records Management;
* Equality of opportunity in service provision, recruitment and employment;
* Occupational health;
* Information sharing and Information Security;
* Policies relating to confidentiality of information;
* Codes of conduct for staff and clients;

All appropriate policies and protocols must be in place following contract award and prior to the service mobilisation phase being completed. The Commissioner would expect to receive information and assurance that these are current and in place [including with sub contracted services]. Clear and routine review arrangements to maintain effective governance would also be expected. Clients must be made aware of the range of policies which may impact upon their support and be given access to them should they wish.

### Quality Assurance

The Provider is required to complete quality assurance checks in relation to Service delivery to ensure that outcomes are being met and that contract compliance is achieved. A recognised national or international standard should be used to underpin this work such as ISO 9001.

1. The Provider will have quality assurance processes which clearly includes the standards and indicators to be achieved and monitored on a continuous basis by the Provider to ensure that the Service is delivered in accordance with the best interests of the Client
2. The quality assurance processes will include the standards required, the method of attaining the standards and the audit procedure
3. The quality assurance processes will analyse feedback and measure the success of the Service in meeting the requirements set out in this Service Specification and the Monitoring Schedule
4. A quality assurance report summary will be made available to Clients and the Council upon request
5. There must be various means for Clients to supply feedback with regards to Service delivery and outcomes being met. These methods need to take into account Clients and their preferences as to the mechanism of feedback (questionnaire, interview, phone call, Service review etc.) and the most appropriate format (i.e. language, pictorial, font size)
6. When negative written feedback is received by the Provider, either formally or informally, a formal written response from the Provider will be supplied noting its receipt and the action that will follow. This feedback will be copied to the Council
7. The Provider will be committed to continuous Service development

## Performance management reporting

The Provider must ensure that a dedicated ‘Performance Management Function’ is established as part of the contract to provide system wide reporting. The Provider will ensure the effectiveness of such reporting, demonstrating assurance processes for systems and procedures to commissioners and other key stakeholders, and support the continued development of both output and outcome monitoring for the service.

The Provider is required to complete performance checks in relation to Service delivery to ensure that outcomes and contract compliance are being met.

1. The Provider is responsible for having performance and quality assurance processes that are capable of providing evidence of achieving outcomes, quality of Service and Key Performance Indicators.
2. It is the Providers’ responsibility to submit performance and quality information as per the schedule and failure to complete and return the required information will be dealt with under Service failure and contractual action
3. The Council may choose to further verify submitted claims through feedback from Clients, Council Staff, Provider staff interviews and/or feedback as required
4. The Provider must have robust business continuity and contingency plans in place with regards to all levels of Service interruption or disruption (e.g. infection outbreak, adverse weather conditions e.g. flooding/snow, disruption to ICT services and electronic data, staffing levels caused by sickness, interruptions to equipment supply, vehicular accident or breakdown, Brexit, fuel shortages etc). If Service interruption or disruption occurs, the Provider is to notify the Council immediately and ensure that alternative provision is sought
5. The Provider will need to evidence ongoing business viability in order that risks or threats to Service delivery are minimised and any threat to the Client, the local branch, the overall organisation or the Council is highlighted well in advance to the Council of any potential or actual incident
6. The Provider will allow inspection (insofar as it is relevant to the provision of the service and the financial stability of the Provider) of financial records upon being given reasonable notice in writing.
7. The Provider must ensure that their nominated managers attend relevant meetings and submit monitoring information to The Council
8. The Council reserves the right to review or amend the contract management and quality assurance process during the contract term with one months’ notice

Reporting requirements may change over the lifetime of this contract to embrace wider governance reporting structure requirements e.g. The Commissioner will hold monthly governance meetings with annual performance reviews (plus additional ad-hoc meetings). The Provider will also be required to attend relevant forums (e.g. with Occupational Therapists) and work in partnership to enable client feedback. The Commissioner will co-produce contract metrics with the Provider.

### Underperformance by provider

Should the Council identify that a Provider is underperforming against the terms of the Agreement:

1. The Provider must produce a Service Improvement Action Plan which will be agreed with the Council and the Council may specify additional actions or requirements proportionate to any underperformance
2. Suspension of orders to the Provider will be initiated where any monitoring or feedback obtained exposes performance issues or incidents relating to breaches in Service delivery, which may also include safeguarding incidents
3. Suspension of orders to the Provider will be initiated whereby an active informal Improvement Notice or formal Default Notice is in place or the Provider is under Large Scale Safeguarding Enquiry (LSE) procedures
4. Where there has been a serious breach or multiples breaches which may affect Client safety and wellbeing, the Council retains the right to move existing Provider business to alternative Providers. This may be via a staggered approach or moving the business as a whole and is at the Councils discretion

Where improvements are evidenced and the required standard reached, referrals will be resumed to The Provider, initially with a phased approach which will be decided by the Council.

## Complaints, compliments and ombudsman investigations

### Complaints and compliments

The Provider will have a written Complaints Policy which is compliant with The Local Authority Social Services and National Health Service Complaints (England) Regulations 2009. The Provider will ensure that Clients or their representatives are aware of the Complaints Policy and how to use it.

A copy of the Provider’s Complaints Procedure will be made available to the Client as standard practice from the commencement of Service delivery and will form part of the Client guide within the individuals’ home.

Where the complaint is received by the Council, the Council reserves the right to determine the conduct of these complaints.

Clients referred to the Provider by the Council have a legal right to submit a complaint directly to the Council and to utilise its complaints procedure. The Provider will ensure that the Client is aware of this right from the commencement of Service delivery.

The Provider will (at its own expense) co-operate fully with the Council at all times to enable the Council to investigate any complaint which is referred to it under this section.

All complaints and compliments received by the Provider from Clients must be recorded and will be made available to the Council upon request.

### Ombudsman investigations

The Council is under a legal obligation by virtue of the Local Government Acts, to observe the rights and powers of the Local Government and Social Care Ombudsman, who has independent and impartial powers to require persons to provide information and/or produce documents for the purposes of carrying out investigations into relevant matters that may have been referred to him for adjudication when maladministration has been alleged against the Council.

The Provider shall make available any documentation or allow to be interviewed any of the Provider’s Staff and assist at all times the Ombudsman or their staff and shall co-operate with any enquires that are requested by the Ombudsman or his staff in investigating any complaints whatsoever.

Upon determination of any case by the Ombudsman in which the Provider has been involved or has been implicated, the Council shall forward copies of these determinations to the Provider for comments before reporting the details to the relevant Committees of the Council. The Provider shall indemnify the Council against any compensation damages, costs or expenses which the Council shall incur or bear in consequence of any claim of maladministration where such maladministration arises from the negligent act or omission by or on behalf of the Provider resulting from failure to observe and perform the obligations under this Agreement.

The Provider shall comply with all recommendations, in so far as the Law allows, made by the Ombudsman as to the changes of methods or procedures for service delivery if requested to do so in writing by the Council.

All Providers are to comply and co-operate with any Ombudsman investigations which occur as a result of a complaint being made.

## Whistleblowing

The Provider must ensure that all staff are aware of the Whistleblowing policy and must be able to demonstrate to the Council that all staff understand what this policy is.

The Provider shall, throughout the Contract Period, maintain a system allowing Staff to have a means of ensuring that they can raise concerns relating to the care or treatment of the Clients or the management of the Provider with an independent person.

Any member of Staff, raising a legitimate concern, will be entitled to remain anonymous and will not be subject to any reprisal for highlighting such concerns. The exception to anonymity is where the concern escalates to a situation where this is no longer possible i.e. where there is Police or Court action.

The Provider should have robust Whistleblowing policies, procedures and processes in place for all staff within the organisation. This will be available to the Council upon request.

## Managing Information

### Commissioner rights to information

The commissioner requires the Provider to provide timely information to support commissioning activities locally, sub regionally and nationally. The information must comply with none identifiable information requirements. This applies to the provision of service return information, and invoice payment backing data. However where there are specific safeguarding, operational risks relating to individual clients and or employees then the Provider and the commissioner must share information to determine the appropriate management of the situation to ensure appropriate safeguarding actions.

The service brand name will be determined with the commissioner and the commissioner will own the name. The Provider in connection with the delivery of the service will not, use, manufacture, supply or deliver services that may infringe any intellectual property rights. All intellectual property rights developed for the purpose of providing services under this contract shall belong to the commissioner.

The Provider must fully indemnify the commissioner against losses, action, claims, proceedings, expenses, costs and damages arising from a breach of information governance. The Provider must defend at its expense any claim or action brought against the commissioner alleging that there has been, in connection to the delivery of the service infringements of copyright, patent, registered design, design right or trademark or other intellectual property rights and must pay all costs and damages.

### Commissioner information requests

The Provider will be responsible on behalf of the commissioner for preparing responses to MP letters, Compliments and Complaints, Freedom of Information requests for the commissioner’s approval where these relate solely or partially to the service.

### Expectations in using systems

The Provider will operate an appropriate IT system that enables effective data collection and analysis for both local, sub regional and national monitoring requirements. This should include client consent to store and share information.

Additionally, the Provider will need to understand the IT systems used by the local Health, Social Care, and Criminal Justice system to consider the most effective system for the service to be delivered.

### Record keeping

The Provider will:

* Create and keep records which are adequate, consistent and necessary for statutory, legal and business requirements;
* Achieve a systematic, orderly and consistent creation, retention, appraisal and disposal procedures for records throughout their life cycle;
* Provide systems which maintain appropriate confidentiality, security and integrity for records and their storage and use;
* Provide clear and efficient access for employees and others who have a legitimate right of access to the records in compliance with current Information Governance (IG) legislation;
* To provide training and guidance on legal and ethical responsibilities and operational good practice for all staff involved in records management;
* Compliance to current Cheshire East policies and NHS Code of Practice;
* Comply with IG requirements for any future service transition arrangements.

### Storage of information

The Provider has a duty to make arrangements for the safe-keeping and eventual disposal of their records [note – legal compliance for disposal of records must be set out in the policy for approval under the governance framework].

## Policies and procedures

The Provider will have clear policies, procedures and documents which will be supplied to the Council as and when requested. Updated versions are to be supplied during each Annual Monitoring Return to the Council. As a minimum, there should be the following policies, procedures and plans in place:

* Health and Safety Policy including Lone Working
* Safeguarding / Vulnerable Adults Policy
* Complaints Policy
* Manual Handling / Moving and Handling Policy
* DBS Policy
* Infection Control Policy
* Risk Assessment Policy
* Data Protection / Confidentiality Policy
* Whistleblowing Policy
* Supervision, Appraisal and Employee Development Policy
* Receipt of Gifts Policy
* Key Safe Policy
* Managing Challenging Behaviour Policy
* Environmental/Sustainability Policy
* Business Continuity Management Plan (localised to Cheshire East)
* Freedom of Information Policy

These documents should be readily available to all of the Provider’s staff involved in delivering the service.

## Equality and diversity

The Provider will provide the Service in a way which does not discriminate against a Client, Professional or Employee in respect of any of the protected characteristics under the Equality Act 2010.

The Provider is required to deliver programmes and their content in a flexible, person centred way aligned to this legislation.

In addition to this, the Provider will ensure that all Employees are aware of the general and specific duties of the Equality Act 2010 and the protected characteristics to which they apply

## Health and safety

* The Provider will do all that is reasonably practicable to prevent personal injury and to protect Staff, Service Users and others from hazards.
* The Provider shall ensure that Health and Safety risk assessments are in place at all times for all aspects of the Service. The Provider shall be responsible for risk assessment, hazard control and other Health and Safety matters affecting its staff in the delivery of Services
* The Provider will need to demonstrate compliance with all relevant Health and Safety legislation and guidance relating to every element of the Service. This includes: the Health and Safety at Work Act 1974; Compliance with Electricity at Work Regulations 1989; Provision and Use of Work Equipment Regulations 1998; Lifting Operations and Lifting Equipment Regulations 1998; Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR) processes. This will encompass risk management and compliance with Medical Device issues.
* The Provider will issue to all their Staff a detailed Health and Safety policy statement in compliance with the Health and Safety at Work Act 1974.
* The contractor will comply with the requirements of the Construction (Design and Management) Regulations 1994 and 2015.
* The Provider shall ensure that its staff comply with safe working practices.
* The Provider will provide a safe working environment to carry out the tasks in premises and provide all necessary equipment to ensure the health and safety of its employees, sub-contractors, service users, or any other individuals who may be affected by the tasks.

## Safeguarding

Providers(s) will ensure services comply with safeguarding procedures outlined by Cheshire East Council, Cheshire West and Chester Council and Cheshire Clinical Commissioning Group through the Local Safeguarding Children Board and Local Safeguarding Adults Board, and local Domestic Abuse Partnerships:

<http://www.cheshireeast.gov.uk/care-and-support/healthy-lifestyles/domestic_abuse/domestic_abuse.aspx>

<http://www.cheshireeastlscb.org.uk/professionals/procedures-and-guidance.aspx>

<http://www.cheshireeast.gov.uk/care-and-support/vulnerable-adults/vulnerable-adults.aspx>

<https://www.cheshirewestscp.co.uk/>

<https://www.cheshirewestandchester.gov.uk/residents/health-and-social-care/adult-social-care/lsab/local-safeguarding-adults-board.aspx>

The operational policies of Provider will address the following:

* Safe provision and storage of medical devices;
* How to make a referral for a children in need, or a vulnerable adult, under safeguarding procedures;
* How to raise a concern in relation to domestic abuse;
* How to report and respond to safeguarding concerns about the practice of staff or volunteers;
* Set out how they will manage a complaint investigation and how the learning will inform practice and continuous development of the service;
* Set out how the management and reporting of Sudden Untoward Incidents and the reflective learning from such events informs future practice and continuous service development.

The Provider will be responsible for informing the commissioner of their practice through routine contract monitoring arrangements or earlier where it relates to a critical incident and or is deemed to be an emergency that warrants this step as a matter of urgency.

### Exceptional service exclusion

Providers may at times need to consider whether a client may need to be excluded from the service. A professional risk assessment must be undertaken to assess the risk to other clients, staff and or members of the public. This risk assessment should be undertaken on a multi-agency basis to ensure wider safety actions being determined across health, social care and the criminal justice system.

Every effort must be made to maintain and or secure re-engagement of the client once the safety actions have been implemented.

Any exclusions, and or safety actions put into place must be reported to the Commissioner in a timely manner to allow for their direct involvement and or advice /guidance.

### Safeguarding for vulnerable children and adults

The safeguarding of children and vulnerable adults must underpin all practice and Providers are expected to adhere to relevant legislation and guidance:

* The Care Act 2014 [https://www.gov.uk/government/publications/care-act-2014-statutory-guidance-for-implementation](https://www.gov.uk/government/publications/care-act-2014-statutory-guidance-for-implementation%20n)
* Safeguarding Children and Young People <https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>
* as well as statutory responsibilities within 1989 and 2004 Children Acts, critically:

*‘’ Local agencies, including the police and health services, also have a duty under section 11 of the Children Act 2004 to ensure that they consider the need to safeguard and promote the welfare of children when carrying out their functions.*

*Under section 10 of the same Act, a similar range of agencies are required to cooperate with local authorities to promote the well-being of children in each local authority area (see chapter 1). This cooperation should exist and be effective at all levels of the organisation, from strategic level through to operational delivery.*

*Professionals working in agencies with these duties are responsible for ensuring that they fulfil their role and responsibilities in a manner consistent with the statutory duties of their employer. ‘’*

Cheshire East and Cheshire West Local Safeguarding Children Board and Local Safeguarding Adults Board have policies that must be adhered too and evidenced within Providers own policy, practice documents and records. The primary principle[s] here is that Providers have robust policies, practices and pathways in place to escalate matters should this be required, therefore being able to: **Recognise, Respond, Record, Recruit Safely and Risk Assess well in respect of client wellbeing and safety.**

Compliance with Local Safeguarding Children’s Board’s and Local Safeguarding Adults Board’s policy, procedures and protocols which must be regularly audited (including case recording audit) by the Provider. Providers are required to complete annually the self-assessment as set out in the Safeguarding Standards for Children and Adults at risk.

The Safer Recruitment and selection of Staff, and Volunteers must be robust and include appropriately the undertaking of Disclosure and Barring Scheme checks [DBS]. If these checks reveal information which would make the person unsuitable for work with children or vulnerable adults the Provider shall not employ or otherwise use such persons in any way.

Workforce training on the prevention of abuse and safeguarding practice as well as domestic abuse must be given to all employees as a part of their induction and continued professional development.

In order to safeguard clients’ from any form of abuse and to provide an early warning, the Provider must have in place a written Adult Safeguarding Policy and Procedure. This must mirror the principles of the North West Adults Safeguarding Policy, the Care Act 2014 and, especially Chapter 14 of the Care Act guidance. The Provider must supply the Council with a copy of its policy and procedure on request. The policy will include employee training, adequate record keeping and procedures for alerting other professionals.

In the event of any allegation under Chapter 14 of the Care Act and the North West Adults Safeguarding Policy, the Provider must work in co-operation with appropriate statutory agencies, other Providers, the complainant, their advocates and significant others to agree and implement a Support Plan aimed at providing support and preventing further abuse.

On receiving information about an incident / concern the Provider Manager or nominated individual should determine whether it is appropriate for the concern to be dealt with under Safeguarding procedures.

Where a safeguarding allegation comes to light, the Provider should make a safeguarding referral to the relevant social work team. Where possible, (unless it exacerbates risk), consent should be sought from the client as well as the clients wishes with regards to the safeguarding.

Cheshire East and Cheshire West Social Care are the lead agency for managing Safeguarding allegations, and will decide whether they will conduct a S42 enquiry (investigation) or request that the Provider conducts the S42 enquiry (investigation) on behalf of the Council. It is anticipated in the future, that Providers may have to collate and report LOW LEVEL concerns on a monthly basis to the Contracts Management Team.

Providers are required to respond to any safeguarding enquiries within the timescales specified by the Social Work teams. The monitoring process within the Quality Assurance schedule (See Schedule 6) will capture compliance against this.

The Council may also introduce new ways of reporting safeguarding concerns during the life of this Contract. Providers will comply with any reasonable requirements and adopt the new way of working at no extra costs.

The Provider will, as and when required, work with other Provider’s and share information with the same to ensure the safeguarding and promotion of the welfare of Children / Adults at risk, subject always to the Provider’s duty to comply with all relevant laws, statutory instruments, rules, regulations, orders or directives.

In the event that a Regulated Activity, as defined by the Disclosure and Barring service, is to be delivered by the Provider under this Contract, the Provider will be a Regulated Activity Provider for the purposes of the Care Act 2014, and also comply with all relevant parts of the Cheshire East Multi-Agency Policy and Procedures to Safeguard Adults from Abuse, (which can be found on our website) and the North West Adult Safeguarding policy.

This can be found on the Safeguarding Board Website [www.stopadultabuse.org.uk](http://www.stopadultabuse.org.uk)

The Provider shall respect that the services are to be delivered in the clients own home and shall therefore ensure that it:

* employs Employees who respect the People who use services and other residents in their household and keep information about them confidential;
* only recruits and deploys Employees who have been subject to an enhanced DBS check;
* has (and implements) a documented policy for the storage of clients keys (if required to do so by the Council);
* Only authorised Employees are allowed into the Client’s home and no friends, relations or children of the Worker should accompany the care Worker.

With regards children, all Employees, shall be trained and comply with the Council’s inter-agency procedures for safeguarding children and promoting welfare. Information can be found on the Cheshire East Local Safeguarding Children’s Board website;

<http://www.cheshireeastlscb.org.uk/homepage.aspx>

The Provider will ensure that all Employees engaged in the delivery of a Regulated Activity under this Contract:

* are registered with the DBS in accordance with the Safeguarding Vulnerable Groups Act and regulations or orders made thereunder; and
* are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS) including a check against the adults’ / children’s barred list; and
* In performing its obligations under this contract or any applicable call off contract, the Provider shall comply with all applicable anti slavery and human trafficking laws (including, but not limited to, the Modern Slavery Act 2015)
* Receive appropriate training regarding any policy put in place by the Council regarding safeguarding and promoting the welfare of Adults / Children at risk and regularly evaluate its employees’ knowledge of the same.
* The Provider will monitor the level and validity of the checks under this clause for all Employees.

The Provider will not employ or use the services of any person who is barred from carrying out a Regulated Activity.

Should the Provider wish to employ a person who has a positive response (other than barring) on their DBS check, the Provider must undertake and put in place an appropriate Risk Assessment of the risk to clients.

In accordance with the provisions of the SVGA and any regulations made there under, at all times for the purposes of this Contract the Provider must:

* be registered as the employer of all Employees engaged in the delivery of the Services, and
* have no reason to believe that any Employees engaged in the delivery of the Services:
* are barred from carrying out Regulated Activity ; or
* are not registered with DBS

The Provider will refer information about Employees carrying out the services to the DBS where it removes permission for such Employees to carry out the services, because, in its opinion, such Employees have harmed or poses a risk of harm to the clients’ and / or Children / Adults at risk and provide the Council with written details of all actions taken under this clause.

### Provider and named safeguarding lead

The Provider will identify a named safeguarding lead. The ‘named’ safeguarding lead will have arrangements in place to ensure they are able to access enhanced safeguarding advice, support and knowledge.

The successful Provider and their safeguarding lead must have in place:

* Clear referral and access criteria and documented pathways;
* Arrangements for the management of escalating risk;
* An information sharing and confidentiality policy in place that is clear regarding when, legally, information can be shared without consent and explains clients’ rights and responsibilities;
* A risk assessment process that accounts for a history of abuse and the person’s vulnerability to abuse, including predatory behaviour or sexual vulnerability
* A Quality Audit / Performance Monitoring system for safeguarding activity, that complies with contract and safeguarding performance reporting / monitoring requirements
* A clear process for reporting and managing allegations in relation to a member of staff or volunteer.

**The service must immediately notify the Commissioner of any improper conduct by any of its staff or by one client towards another, in connection with any part of this contract.**

***Note examples of improper conduct of staff or Volunteers include:***

* ***Neglect / Acts of Omission / Self-Neglect*** *- Causing harm by failing to meet needs e.g. ignoring physical or medical care needs, withholding food, medicines, failure to provide adequate supervision*
* ***Physical*** *- Hitting, pushing, slapping, and using inappropriate physical restraint, burning, drowning, and suffocating, with holding medical care, feigning the symptoms of ill health or deliberately causing ill health.*
* ***Sexual*** *- Sexual activity of any kind where the vulnerable person does not or is not able to give consent.*
* ***Psychological*** *- Including verbal abuse, humiliation, bullying and harassment. Persistent emotional ill treatment, cyber-bullying, seeing or hearing the ill-treatment of others, Domestic Abuse (see the below section)*
* ***Discriminatory Abuse*** *- Treating a person in a way which does not respect their race, religion, sex, disability, culture, ethnicity or sexuality.*
* ***Organisational Abuse*** *- Where routines and rules make a person alter his/her lifestyle and culture to fit in with the institution.*
* ***Financial*** *- Taking money and/or property without permission. Using pressure to control a person’s money/property/ benefits. Taking or offering any financial inducements.*
* ***Modern Slavery / Trafficking*** *- Smuggling is defined as the facilitation of entry to the UK either secretly or by deception (whether for profit or otherwise). Trafficking involves the transportation of persons in the UK in order to exploit them by the use of force, violence, deception, intimidation, coercion or abuse of their vulnerability.*
* ***Radicalisation*** *- is a process by which an individual or group comes to adopt increasingly extreme political, social, or religious ideals and aspirations that (1) reject or undermine the status quo or (2) reject and/or undermine contemporary ideas and expressions of freedom of choice.*

Any staff member who is the subject of allegations must be suspended from providing any services under this contract until the matter is resolved to the satisfaction of the Commissioner. Where appropriate a report should be made to the local authority – for those working with children and young people to the LADO [Local Authority Designated Officer].

Providers will ensure that they have mechanisms in place to fulfil their duty with regard to the Independent Safeguarding Authority where they have dismissed an individual, or an individual has resigned, because they harmed or may harm a vulnerable person. Consideration of subsequent reporting to professional registering bodies will also be needed e.g. GMC, NMC.

## Prevent and channel duties

The Provider must ensure that they adhere to Prevent and Channel duties. The national Let’s Talk about it campaign[[6]](#footnote-6) describes Prevent as being about safeguarding people and communities from the threat of terrorism. Prevent is 1 of the 4 elements of CONTEST, the Government’s counter-terrorism strategy. It aims to stop people becoming terrorists or supporting terrorism. Channel provides support across the country to those who may be vulnerable to being drawn into terrorism. The overall aim of the programme is early intervention and diverting people away from the risk they may face.

# Governance Requirements

## Legal compliance

The Provider will ensure that the service is fully compliant with all relevant legislation and regulations. The service will be delivered within the allocated budget. Failure to meet agreed targets will result in the commissioner requiring a remedial time specific action plan to address the issues of concern. Continued underperformance may lead to contract termination in line with the contract terms and conditions. For services that are not registerable, inspection arrangements will be through other routes such as Healthwatch, and via the commissioners right to enter services at any time.

## Lead provider / consortia / multiple or joint providers

The Provider[s] must ensure strong organisational governance and compliance of any/all sub-contracted services covering all aspects of service delivery. This should include but not be limited to:

* confidential and appropriate communication between services;
* communication with clients, parent / carers and families;
* communication between staff and services;
* effective reporting arrangements;
* effective client record keeping;
* service data and access to record arrangements;
* data protection;
* incident reporting;
* safeguarding;
* health and safety;
* whistle blowing;
* recruitment;
* risk management;
* compliance with the human rights act;
* Equal opportunities.

The Provider may sub-contract testing/repairs/servicing under agreed arrangements with third party providers, who meet relevant requirements, in accordance with the same standards that apply to the Provider as part of the Agreement. The Provider will consider local subcontractors as part of this and declare the sub-contract arrangements.

## Service sustainability and business continuity

The Provider will produce a Sustainable Development/ Business Continuity plan prior to the commencement of the contract that is then subsequently reviewed at least annually.

Key personnel, particularly managers, must be familiar and up to date with the legislation, there Plan should include how the Service will achieve the following:

* Compliance with the requirements of the Climate Change Act (2008) and all other environmental legislation;
* Compliance with the Sustainable Development Strategy for the NHS, Public Health and Social Care System 2014-2020 and any future updates.

Resilience and business continuity plans are essential and it is expected that the Provider will report at least annually to the Commissioner on their currency and use.

## Strategic governance

The service is expected to maintain an effective and proactive stakeholder network and strategic partnerships, including Clinical, Criminal Justice, Social Care partners in order to inform improvement and development of the service within the wider system.

## Information governance

The Provider will comply with the Information Governance (IG) Toolkit [https://www.igt.connectingforhealth.nhs.uk/requirementsorganisation.aspx](https://www.igt.connectingforhealth.nhs.uk/requirementsorganisation.aspx%20x).

This integrates the overlapping obligations to ensure confidentiality, security and accuracy when handling confidential information set out in:

* The Data Protection Act 1998;
* The common law duty of confidentiality;
* The Confidentiality NHS Code of Practice;
* The NHS Care Record Guarantee for England;
* The Social Care Record Guarantee for England;
* The ISO/IEC 27000 series of information security standards;
* The Information Security NHS Code of Practice
* The Records Management NHS Code of Practice;
* The Freedom of Information Act 2000.

Client identifiable data (PID) will only be accessed by authorised staff where the client has given explicit consent. Where consent is not given by the individual client only anonymised or aggregate data will be accessed. Client confidential data (PCD) will only be accessed where it is absolutely necessary to support or facilitate the client’s care. All PCD will be handled in accordance with the Information Governance (IG) Toolkit [www.igt.connectingforhealth.nhs.uk/requirementsorganisation.aspx](https://www.igt.connectingforhealth.nhs.uk/requirementsorganisation.aspx). This includes:

* Ensure that agencies comply with their responsibilities to inform clients of the uses of their information and the agencies it is shared with;
* Protect and keep in the strictest confidence all information;
* Use the confidential information only for the purpose of supporting or facilitating the care of the client;
* Notify the Commissioner immediately upon learning of any improper disclosure or misuse of any confidential information, login and passwords. Also to take whatever steps are reasonable to halt and otherwise remedy, if possible, any such breach of security. Also to take appropriate steps to regain the confidential information, and to prevent any further disclosures or misuses;
* Ensure that the service Provider has a current data protection notification, which is updated on an annual basis;
* Ensure that all members of staff are contractually bound by confidentiality agreements and are aware of their responsibilities to adhere to these e.g. the NHS Confidentiality Code of Practice;
* Appropriate technical and organisational measures will be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
* Regular confidentiality audits will be carried out to ensure that security measures remain appropriate and up to date. All audits will be carried out in accordance with the Information Commissioner’s Office (ICO) Confidentiality Audit Guidance.

## Clinical governance

Appropriate and robust clinical governance arrangements are of paramount importance to the commissioner and it is intended that these will be monitored through contract monitoring arrangements and through any other Clinical Governance forum arrangement deemed appropriate by the commissioner. We would expect compliance with NHS Standards and Clinical Governance arrangements and protocols in line with NICE, NHS and Public Health England guidance, local Government Association.

The Provider will ensure that the service has robust mechanisms in place to manage all aspects of clinical governance including medicines management and other aspects of shared care and complete care pathway services. Such arrangements will account for but not be limited to:

* Safeguarding incidents and concerns – suspected and occurred abuse / violence;
* Serious untoward incidents (SUI) – clinical incidents that do not fall under the definition requiring safeguarding processes to be followed, including staff vacancies and absences that cause service disruption and compromise minimum safety requirements determined by the Provider;
* Risk prevention and management;
* Medicines management;
* Service Inspection and Registration;
* Safe service transitions between Providers;
* Policies and procedures including Audit and Clinical Governance, and Clinical Supervision;

All processes should include escalation and notification of events to the Provider who will be responsible for assuring the commissioner of the services compliance with clinical governance standards and policies and learning from any breaches or serious incidents.

The Provider must report all serious and untoward incidents (SUIs), complaints and compliments to the commissioner. Where compliments and less serious complaints occur these can be reported as part of the quarterly monitoring cycle. However serious complaints, untoward incidents and safeguarding occurrences must be reported to the commissioner at the first available opportunity.

1. Office for National Statistics, mid-2019 estimates, <https://www.ons.gov.uk/peoplepopulationandcommunity/populationandmigration/populationestimates/datasets/populationestimatesforukenglandandwalesscotlandandnorthernireland> [↑](#footnote-ref-1)
2. Projecting Older People Population Information System, [www.poppi.org.uk](http://www.poppi.org.uk) [accessed 30 December 2020] [↑](#footnote-ref-2)
3. Cheshire East Profile, Cheshire East Council [↑](#footnote-ref-3)
4. LG Inform, 2019, [www.lginform.gov.uk](http://www.lginform.gov.uk) [↑](#footnote-ref-4)
5. NOMIS, Usual Resident Population, Census 2011 [↑](#footnote-ref-5)
6. Let’s Talk about it: Working together to prevent terrorism <http://www.ltai.info/what-is-prevent/> [↑](#footnote-ref-6)