**Medway Integrated Community Equipment Service**

**Service Draft Specification**

|  |  |
| --- | --- |
| **1** | **Introduction** |
| Medway Council and NHS Medway Clinical Commissioning Group (CCG) known as the ‘Joint Authority’ are seeking to establish an Integrated Community Equipment Service for the people of Medway. The purpose of the service is to provide the right equipment at the right time with improved service outcomes for Service Users in Medway. |

|  |  |
| --- | --- |
| **2** | **Aims of the Service** |
| 2.1 | The provider is expected to loan, install, maintain and service as appropriate, a wide range of community equipment required to meet therapeutic, rehabilitation, mobility, and independence needs in the community. |
| 2.2 | Service users are adults and children with health and or social care needs and have been assessed as requiring equipment on a short or long term loan basis. The service will also include minor building works and adaptations to homes in the community. |
| 2.3 | This includes:* Procurement, delivery and fitting of Standard (core stock) and Complex (bespoke) items of equipment including, but not limited to:
	+ Access to property
	+ Daily living and household aids
	+ Bathing and toileting aids
	+ Walking aids
	+ Beds, mattresses, including dynamic pressure mattresses
	+ Moving and Handling
	+ Paediatric equipment
	+ Seating
* Collection, cleaning, maintenance and recycling of equipment
* Operation of warehouse including satellite store(s)
* Minor building works, including but not limited to:
	+ Concrete steps and half steps
	+ Construction of wooden ramps
	+ Galvanised handrails
	+ Installation of grab rails
	+ Removal of doorsills
	+ Installation of specialist rails
	+ Widening of doors
	+ Tap turner adaptations
	+ Minor electrical works, such as installation of door lock intercom
* Tissue Viability Service, including but not limited to:
	+ Pressure relieving mattresses
	+ Dynamic mattresses and overlays

The Provider will be responsible for ensuring:* Appropriately trained staff, including trusted assessors are available during opening hours
* The availability of real time data for contract improvement and monitoring purposes
* Business continuity and risk management
* Close liaison with commissioners, prescribers, carers, service users and their families
* Effective customer care & call handling service including handling complaints and other business issues
 |
| 2.4 | The Service does not include medical equipment, including items that require consumables to function |
| 2.5 | The Provider will be required to provide a comprehensive ICT System to administer the Service and to provide real time information to prescribers and the commissioning team (see Appendix A) |
| 2.6 | In line with Care Act 2014 requirements, the provider will offer services to support private customers, i.e. those people who are not prescribed equipment through health and social care but wish to access community equipment services directly. |

|  |  |
| --- | --- |
| **3** | **Principles** |
| 3.1 | The contract will be managed with the following core principles in mind. The Provider will operate in line with the principles listed below. |
| 3.2 | **Choice and control**: The service will be aligned with the personalisation agenda – ensuring people have choice and control over their care. The provider will plan and provide the service in partnership with prescribers, service users, their family carers, advocates, support workers and other agencies to ensure that the service responds sensitively and flexibly to individual needs. All Service users will be personally involved when plans are made for their home. |
| 3.3 | **Prevention**: Medway Council and NHS Medway CCG are committed to investing in services that delay or prevent deterioration in health and enable people to maintain their independence. The service has a significant contribution to make in terms of preventing admissions to hospital and care homes. |
| 3.4 | **Facilitating hospital discharge:** The service will be vital in preventing delayed transfers of care and facilitating an organised and safe return home after a period in hospital. |
| 3.5 | **Flexibility**: The service provider is required to maintain a customer focus for service users, families and carers, in the light of increasing pressure on resources available, and the increasing need to personalise services. The provider will build in sufficient flexibility to the contract which provides for changes in requirements over time and will lay a responsibility on the provider to realise efficiency savings. |
| 3.6 | **Respect and dignity**: The provider will acknowledge and respect service users’ and carers’ gender, sexual orientation, age, impairment, race, religion, culture, social background and lifestyle. The provider will respect and safeguard service users’ privacy at all times. |
| 3.7 | **Safety and Cleanliness**: Health and safety must be maintained to the highest standard. All staff will receive ongoing training to ensure equipment is effectively delivered, safe, and fit for purpose. |
| 3.8 | **Efficiency**: The service provider will provide the service in a timely, safe, efficient and effective manner. They will ensure that sufficient stock of equipment at any given time to meet the needs of service users. The service provider will work alongside the Partnership Commissioning Team to undertake cost control throughout the contract period. |
| 3.9 | The service provider will have policies and procedures in respect of the following areas and will share these with the Commissioning Team:* Information Governance (including confidentiality, data protection and freedom of information)
* Complaints and Compliments
* Membership of Standards and Certification Bodies (i.e. CECOPS)
* Service specific policies (for example, staff relationships with service users, challenging behaviour; gifts, wills, service user involvement)
* Stock Control (stock audit and recycling)
* Quality Assurance
* Risk Management and Assessment
* Adverse Incident Management (including MHRA guidance and reporting)
* Business Continuity
* Health & Safety
* Environmental Policy (including waste management)
* Management of Control of Infection
* Control of Substances Hazardous to Health
* Management of Serious Incidents
* Staff Recruitment and Selection
* Staff Training and Development (including schedule of training programmes)
* Lone Working
* Equality & Diversity
* Safeguarding (children and adults)
* Care Act compliance
 |

|  |  |
| --- | --- |
| **4** | **Scope** |
| 4.1 | The map below illustrates the extent of the Medway local authority area. The Service covers the whole of Medway. In addition, the service is provided to those service users who live in Kent but who are registered with an NHS Medway CCG GP. A protocol for determining cross boundary disputes will be in place before contract commencement. |
| 4.2 | The geographical area covered by the MICES contractcid:image001.png@01D0A753.D0670140 |
| 4.3 | For illustrative purposes only, the figures below relate to activity in 2016-17:* Approximately 12,874 orders were dispatched across health and social care
* Approximately 14,224 pieces of equipment were delivered
* Approximately 31,747 were loaned across health and social care
* Approximately 5,189 collection trips were made across health and social care
* Approximately 17,779 items were collected across health and social care
* Approximately 14,973 items of equipment were collected for recycling
* Overall recycling ratio was 84 percent
 |
| 4.4 | The number of people in receipt of a service during 2016/17 exceeded 12,000. This is likely to rise as people need more items of equipment and equipment prescribed is becoming increasingly more complex, indicating that there are increasing numbers of people with complex needs being supported to live in the community for longer. |
| 4.5 | The provider will build in to their modelling the potential for a year-on-year increase in the volume of deliveries in line with national trends. |
| 4.6 | Equipment will be prescribed for service users by a range of clinicians (occupational therapists, physiotherapists, nurses, trusted assessors) who will also be acknowledged by the provider as ‘customers’ of the service. There are approximately 300 individual prescribers (but not limited) who currently access the service. |
| 4.7 | The provider will also offer services to support private customers, i.e. those people who are not prescribed equipment through health and social care or who wish to access community equipment services directly, or via a direct payment. |
| 4.8 | The contract term is three years with the potential to extend by one year, then by one more year. The contract is due to commence on 1 July 2019. |

|  |  |
| --- | --- |
| **5** | **Facilities** |
| 5.1 | The provider will provide a suitable storage facility for all equipment. |
| 5.2 | The provider will locate its store within Medway or close to its boundary. |
| 5.3 | All existing and new national legislation and guidance concerning buildings and service facilities will be met by the provider at no additional cost to the service. |
| 5.4 | Equipment will be stored in such a way that it is easily accessible for inspection by the Commissioning Team should this be required for audit purposes or for equipment demonstration purposes. |
| 5.5 | The provider will provide a viewing and demonstration area. This will be used by prescribers for training and familiarisation with new equipment. This area will be used to demonstrate equipment to service users and will be accessible to disabled clients. The provider will make space and equipment available for use by prescribers for demonstration purposes at no extra charge. |
| 5.6 | The provider will establish a retail unit for the use of private customers who wish to purchase equipment directly and without input from prescribers. This unit will also help support privately funded clients and direct payment recipients. The provider will ensure that appropriate clinical advice is available to support this initiative. |
| 5.7 | This retail unit will be located within Medway. |
| 5.8 | The retail facility will be widely advertised throughout Medway by the provider. Use of catalogues and technologies (including online) will be adopted. The provider will work with the Commissioning Team to ensure that this service area is advertised effectively. |
| 5.9 | The public will have access to the retail unit during standard retail opening hours. Weekend operation should be considered by the provider, and if proven commercially viable, adopted. |
| 5.10 | The provider will own or lease a sufficient number of vehicles to operate the service which are secure, and kept clean and in a serviceable condition. Vehicles will have the ability to secure equipment in transit as necessary and will carry all the equipment required for the driver/ technician to carry out his/ her work. |
| 5.11 | The Provider will ensure that there is no cross-contamination of clean and dirty items. The provider will have clear protocols in place for transporting clean and dirty equipment in line with current MHRA guidelines. The providers will meet the current MHRA Community Equipment Loan Store Guidance on Decontamination and any new MHRA guidelines at no cost to the service. |
| 5.12 | The provider will ensure that staff who have access to service users are clean and presentable and wear uniforms and protective clothing. |
| 5.13 | The provider will ensure that all facilities are clean and hygienic and the facilities must comply with all relevant legislation and guidelines including the Health and Safety at Work Act 1974 and MHRA guidelines. All procedures with regard to health and safety and hygiene management must be documented and shared with the Commissioning Team. |
| 5.14 | The provider will utilise machines, such as steam cleaners, to sterilise returned equipment and demonstrate that staff are trained to operate this machinery. They must provide the facilities to keep clean and contaminated items separate. |
| 5.15 | The provider will maintain sufficient satellite store(s) in order to provide the service in line with responsiveness requirements (see Opening times and responsiveness section). One of these will be at Medway Maritime Hospital. Other arrangements for satellite stores will be made before contract commencement.  |
| 5.16 | The provider will ensure that satellite stores are secure, frequently and fully re-stocked (particularly over holiday periods) and will not need staffing (for example, the use of bar code scanners). The satellite store will allow continual access to prescribers. |
| 5.17 | The provider will work with the Commissioning Team prior to the contract commencement to determine the range and volume of equipment required in the satellite store, top-up arrangements, specific delivery and access requirements, and training for prescribers. |
| 5.18 | The Provider will ensure that items delivered to and stored in the satellite store have all the necessary information, such as manufacturer’s instructions and accessories. |
| 5.19 | The provider will ensure that used equipment is stored separately to sterile equipment so that sterile equipment does not become contaminated. |

|  |  |
| --- | --- |
| **6** | **Staff and Training** |
| 6.1 | The provider will ensure that they employ sufficient numbers staff to meet the requirements of the service specification within the agreed responsiveness timescales. |
| 6.2 | The provider must employ suitably experienced staff that are proficient in understanding the nature of equipment and minor building works.  This will include, but is not limited to:* Specialist knowledge of equipment and accessories to enable participation in the assessment process, set up and adaptations of equipment, inspection, servicing, maintenance and cleaning of items
* Technical knowledge required for minor building works and adaptations, such as installing ramps, and fitting galvanised hand rails.
* Maximise recycling, especially Complex (bespoke) equipment and parts
 |
| 6.3 | The provider will employ qualified staffs and put processes in place to review role competencies on a regular basis. The providers will evidence qualification and training standards for each role. This will include (but not limited to): safeguarding, risk assessment, health and safety, infection control, control of substances hazardous to health, first aid, moving and handling, technical knowledge of equipment, refurbishment and repair, building regulations, data protection, equality and diversity, customer care, and business continuity. |
| 6.4 | The provider will liaise with the Commissioning Team to facilitate training for prescribers to ensure they are fully trained in any new operating procedures including use of the system. |
| 6.5 | The provider will maintain a policy in relation to the recruitment, development and deployment of staff in accordance with local safeguarding protocols. The provider will be responsible for familiarising themselves with and adhering to the Commissioner’s safeguarding standards at all times. |
| 6.6 | The provider will ensure that they have procedures in place for workers who have contact with service users who do not speak English or have sensory loss. |
| 6.7 | The provider will ensure that Service User-facing workers have up to date enhanced DBS (Disclosure and Barring Service) checks before commencing any front line work. Current best practice states that DBS checks must be completed every three years. Details will be kept on DBS checks to be shared with the Commissioning Team upon request. |
| 6.8 | The provider will continuously monitor and review staff capability. Records of staff competencies will be made available to share with the Commissioning Team upon request. |
| 6.9 | Some of the provider’s staff, such as drivers, technicians and retail staff will act as trusted assessors. Any trusted assessor deployed by the provider will be formally accredited and appropriately qualified. |
| 6.10 | As part of the trusted assessor role, the provider will ensure that their staff are appropriately trained to have the authority to assess the appropriateness of equipment ordered and to take action to ensure that alternatives are delivered and fitted where more appropriate. Where this occurs, any changes must be communicated to the prescriber. |
| 6.11 | The provider will be responsible for ensuring that any sub-contracted works are carried out by appropriately trained and vetted workers. The provider will be responsible for the performance of the sub-contractor and workers as they would be with provision themselves. |
| 6.12 | The provider will work with the Commissioning Team to facilitate training and equipment awareness for prescribers on an ongoing and at least annual basis.  |
| 6.13 | The provider will provide access to suitably qualified clinicians, which may include occupational therapist, physiotherapist and tissue viability nurses to provide equipment advice of a clinical nature to prescribers. The provider must support decision making process of monitoring requests for more complex (bespoke) equipment, and suggest near Close Technical Equivalents (CTE) which will meet clinical need whilst considering best value. The clinician(s) will work closely with the Commissioning Team and the Prescriber Forum Group. |

|  |  |
| --- | --- |
| **7** | **Catalogue and Stock Management** |
| 7.1 | The provider will purchase and maintain a stock of new and refurbished items to a type and specification (Kitemark and CE Marking) agreed by the Commissioning Team in quantities sufficient to provide a reliable and efficient service. |
| 7.2 | Existing stock will be made available for transfer to the new provider at a price mutually agreed between the incoming and outgoing providers. The Commissioning Team will not be financially responsible for the remaining standard stock on site at this end of the contract. |
| 7.3 | The provider will make necessary arrangements at their own expense to collect, transport and store all commissioner-owned items held by the existing provider. |
| 7.4 | The provider will commit to working with the Commissioning Team and outgoing provider (3 months allocated) to ensure a transfer and mobilisation that is as seamless as possible.  |
| 7.5 | The provider will, in consultation with the Commissioning Team, make arrangements to accommodate equipment that is not owned by the provider – i.e. Specials/Complex items. |
| 7.6 | Where there is non-standard equipment (i.e. equipment that has not been included in the new catalogue) still in circulation, this can be reissued as CTEs if necessary. This will be subject to availability, serviceability and prescriber deemed suitability. The provider will take this into account when setting up the new system. |
| 7.7 | The provider will manage the stock of CTEs as required for as long as they are deemed useful by the Commissioner.  |
| 7.8 | The provider will maintain stock levels to ensure that standard equipment (or CTE) is available at all times. This includes standard stock from satellite stores as agreed with the Commissioning Team.  |
| 7.9 | To ensure best value, the provider will source and procure ‘complex’ equipment on request. On return complex equipment will be offered as CTE as prescribed by the Commissioner and not left to the discretion of the provider or supplier. Complex equipment sourcing and procurement is a reactive ordering function therefore, this service component will include seeking and providing technical advice, assisting prescribers in deciding the most cost-effective technical equipment solution, and making alternative suggestions if appropriate. |
| 7.10 | The provider will ensure a timely and streamlined process for ordering Complex equipment, including working with the prescriber in specifying requirements, and keeping them informed of manufacturer timescales and delivery (within 2 weeks of receiving the request) to the service user once the equipment is ready. |
| 7.11 | The commissioner reserves the right to purchase Complex equipment direct from manufacturers and suppliers; however, this right is only likely to be exercised when the provider cannot demonstrate best value. |
| 7.12 | The provider will ascertain the lead-time from manufacturer and supplier for the supply of complex equipment (possibly within 2 weeks of request) – and inform the prescriber of the lead time within two days of the enquiry. Orders for complex equipment shall be raised on the same day as receiving an authorised order from the prescriber. |
| 7.13 | The provider will provide a service that not only audit trails products, but also undertakes the same by utilisation of bar codes with full unique equipment traceability for all items issued. The provider will barcode all pre-contract items owned by the commissioner at the appropriate point of contact if on issue in the community (e.g. as part of the pre-planned maintenance schedule). |
| 7.14 | The provider will treat all agreed CTE’s as standard. Prescribers, in most cases, must accept the use of CTE.  This will be facilitated through a referral annotation system to indicate that CTE would not suffice where appropriate. |
| 7.15 | The provider will support all change and amendment initiatives.  Any fundamental change of service will be facilitated through the contract variation notice process accounted for within the contract documentation. The Commissioner reserves the right to amend the catalogue at any time and the provider will be expected to be flexible and responsiveness in amending and stocking. |
| 7.16 | The provider will provide real time update of the complex (bespoke) catalogue to show returned items and their availability for reissue as soon as it is returned. The catalogue will contain detailed information about returned Complex items as outlined in the ICT specification. |
| 7.17 | The provider will update the catalogue in real-time and ensure that prescribers cannot order items that are out of stock. |
| 7.18 | All equipment must comply with current Medical Devices Regulations and, where applicable, must be labelled in accordance with CE and Kitemark regulations. |
| 7.19 | All electric profiling beds must conform to the current IEC60601-2-52 standards. If a new model is to be reviewed external validation must be provided by the manufacturer and the test certificate must stipulate what clauses it is compliant with. |
| 7.20 | All equipment must be labelled with the relevant serial number/ bar code, contact details for Service Users, and a statement which confirms that the item is on loan. |
| 7.21 | The provider will ensure that items of equipment are identifiable and traceable through use of a system in conjunction with serial numbers and bar codes. |
| 7.22 | The provider will work in partnership with all stakeholders and the commissioning team to undertake monthly equipment review using the Equipment Review Group (ERG) process. The group will be made up of senior clinical OT’s, the budget holder (MICES Commissioner) and the loan store manager.  |
| 7.23 | The provider must demonstrate and be able to evidence best value when purchasing stock. This will be closely monitored by the Commissioning Team. |

|  |  |
| --- | --- |
| **8** | **Delivery, Installation and Collection** |
| 8.1 | The provider will ensure that, wherever possible, the delivery of equipment coincides with installation to minimise disruption to the service user. Wherever possible, the provider will allow for the collating multiple items for equipment into one order and will charge per delivery and not per item. |
| 8.2 | Prescribers will make every effort to ensure that service users and nominated persons allow suitable access to the provider to deliver, fit, collect equipment or carry out minor building works. However, the provider will accept that there will be occasions where they may have to, for example, move furniture before they are able to deliver, fit, collect equipment or carry out works. If this is required, prescribers will make a note or leave instructions when requisitioning. |
| 8.3 | Equipment supplied under the contract will be delivered in a clean, hygienic and serviceable condition. |
| 8.4 | Equipment will be delivered, collected within the agreed timescales (see Opening hours and responsiveness section). The provider will record and report volume of deliveries, collections against the agreed timescales including the success rates for deliveries and collection.  |
| 8.5 | Any difficulties regarding the completion of deliveries and collections within the timescales must be communicated to the Commissioner immediately. The provider will charge the service against the actual timescale achieved and not against the original requisition. |
| 8.6 | Where deliveries miss the timescale due to issues with the service user (such as non-acceptance of delivery) then this must be communicated to the prescriber. The service will be charged as per the original requisition. |
| 8.7 | Unless specified by the provider via the system, all equipment must be client specific and delivered to the address specified. The prescriber will give instructions regarding delivery, fitting and collection. The System will allow the recording of these instructions as well as other notes (see ICT Specification in Appendix A). |
| 8.8 | The provider will ensure that any confidential, sensitive or personal details pertaining to the service user outlined in instructions are kept securely (for example, key safe information) |
| 8.9 | The provider will offer the service user and nominated person timed delivery and collection slots as agreed with the Commissioning Team before contract commencement. It is anticipated that these will be slots of two hours (for example 8-10, 10-12, 12-2, 2-4, 4-6). |
| 8.10 | The provider will contact the service user and nominated person to confirm delivery and collection times. |
| 8.11 | For urgent cases, the prescriber will liaise with the provider to ensure that equipment is delivered as quickly as possible. In some circumstances, delivery and collection may be requested even if contact with the service user and nominated person has not been made beforehand. |
| 8.12 | It is expected that most deliveries and collections will be undertaken by one driver/technician but there may be occasions where two are required. The provider will get the most out of their vehicles and drivers to ensure maximum level of deliveries and collections. |
| 8.13 | Deliveries, collections, installation of equipment and minor building works will be carried out quickly and efficiently to minimise disruption to service users and their families. |
| 8.14 | The provider will assemble, adjust as necessary, and demonstrate the functionality of the equipment to the service user and nominated person. Where equipment is being delivered only, the provider will ensure that goods are labelled ‘do not use until you have received instruction’. |
| 8.15 | The provider will provide the service user and nominated person with clear verbal and written instructions on the safe usage, installation, adjusting, cleaning and returning the equipment when it is no longer required along with a telephone number to call if problems arise. These details will be determined in conjunction with the Commissioner before contract commencement. |
| 8.16 | The provider will provide the service user and nominated person instructions that cover actions to be taken should any faults or breakdowns occur. These details will be determined in conjunction with the Commissioning Team before contract commencement. |
| 8.17 | The provider will obtain signed confirmation of delivery and collection from the service user and nominated person. These will be kept and made available to view for the purposes of tracking requisitions. This signature will act as a confirmation that instructions have been given and understood. |
| 8.18 | The provider will ensure that the prescriber is informed of successful deliveries and collections within one working day. If the service user and nominated person refuses to accept the order, or if the driver and technician has any other concerns, the prescriber will be also be informed within one working day. |
| 8.19 | The provider will remove any waste and packaging created during delivery, collection and installation of equipment from the service user’s property. The provider will ensure that any damage caused is fixed (back to the original condition). The provider will be liable for any damage or costs incurred as a result of fitting and delivery. |
| 8.20 | The provider will be proactive in collecting equipment. A clear protocol will be in place for regularly reviewing the equipment on loan and this information will be easily available to the Commissioning Team.  |
| 8.21 | Where service users are able and wish to return equipment themselves, the provider will ensure clear instructions are given to service users and nominated persons on how and where to return equipment once it is no longer needed. |
| 8.22 | The provider will remove all items of health and social care equipment from the property in line with service users and nominated persons’ wishes. This may include equipment that was not on the original requisition. These items will be logged and returned to stock as standard items, CTEs or Complex. |
| 8.23 | If the provider judges that a service user may be at risk as a result of removal and return of equipment, they will not remove the equipment and notify the prescriber immediately. |
| 8.24 | The provider will make every effort to remove equipment with minimum disruption and damage and to reinstate original features. Where the removal of low value items could cause damage to the property, these will remain in situ. |
| 8.25 | The provider will, with agreement from Commissioners, collect and recycle non-catalogue equipment that was purchased with a Direct Payment. It is accepted that this equipment may have to be treated as Complex if it cannot be treated as a CTE. |

|  |  |
| --- | --- |
| **9** | **Recycling, Cleaning and Disposal** |
| 9.1 | The provider will collect, clean, decontaminate and refurbish returned equipment, where it is cost-effective and desirable to do so, to enable its re-use. |
| 9.2 | The provider may not be required to collect low value items (items below the value of £25) where the cost of collection is greater than the credit that might be generated by their collection and recycling. A protocol will be written in conjunction with Commissioners with regard to collections before contract commencement.  |
| 9.3 | The provider will achieve the recycling rates outlined in the pricing schedule with regard to Standard and Complex equipment. |
| 9.4 | The provider will ensure that all items fit for recycling are appropriately cleaned, unstained and decontaminated prior to being entered back into stock. Recycled items will be bagged and shrink-wrapped where appropriate ensuring they are ready for reissue. |
| 9.5 | Reissued recycled equipment may show signs of wear and tear but this is acceptable so long as it does not compromise functionality. The provider will work with the Commissioning Team to educate and advise service users regarding the importance of recycling items. |
| 9.6 | The provider will work with the Commissioning Team to improve and increase recycling volumes – in particular Complex equipment that may prove more challenging to return to stock. A plan will be agreed with the Commissioner before contract commencement. |
| 9.7 | When equipment is not suitable for recycling, the provider will dispose in line with MHRA regulations. |
| 9.8 | The provider will be responsible for scrapping equipment and where appropriate compensate the commissioner for scrapped items. The provider will work with the Commissioner by providing monthly audit of scrapped items. |

|  |  |
| --- | --- |
| **10** | **Repair and Maintenance** |
| 10.1 | The provider will undertake inspections of equipment as part of the recycling process or a pre-planned maintenance programme – whichever occurs sooner. The provider will ensure that all equipment is properly maintained during the period of its use and in accordance with relevant legislation and manufacturers’ instructions. This includes Lifting Operations Lifting Equipment Regulations 1998 (LOLER) and Portable Appliances Testing (PAT). |
| 10.2 | The provider will complete inspection certificates. A record of these will be kept, detailing equipment serial number, certificate reference date of manufacture, date of inspection, summary of work undertaken, signature of technician, and dates of any other work undertaken. These details will be recorded on the system. |
| 10.3 | Items of equipment will be clearly labelled with details of the most recent inspection/ service/ maintenance and the date the next inspection is due. |
| 10.4 | The provider will give the service user or nominated person at least seven days’ notice when arranging a visit to inspect, service, maintain equipment. All appointments will be confirmed in writing. The provider will work with the commissioner before contract commencement to agree the protocol for cases where the service user or nominated person is unable to facilitate the visit as planned. |
| 10.5 | The provider will ensure that their staffs have been trained to undertake maintenance activities, including any training provided by manufacturers on the products. |
| 10.6 | All equipment issued prior to commencement of the contract that has a servicing and maintenance requirement will continue to be maintained by the Provider who will be responsible for acquiring the necessary maintenance schedule from the previous provider. |
| 10.7 | The provider will ensure that replacement parts are equivalent to those specified by the manufacturer, or, where alternative parts are used, the provider must be able to demonstrate equivalence. Details of spare parts fitted must be kept and fully documented by the provider. |
| 10.8 | Should the provider be made aware of any misuse of equipment issued under the service, they will report this to the prescriber within one working day along with supporting evidence. |
| 10.9 | When MHRA Field Safety Notices and Medical Device Alerts are issued, the provider will notify the Commissioner within two working days of the actions they have put in place to recall and repair items and will keep the Commissioner updated. If the notices do not apply to the equipment provided as part of the Service, the provider will issue a nil return to the service to advice that no action is necessary. |
| 10.10 | The provider will take full responsibility for the management of breakdowns in relation to standard equipment. Where breakdown of equipment occurs, the provider will attend to repair or replace faulty equipment whether during office hours or outside office hours. |
| 10.11 | Upon delivery of equipment, the provider will provide contact details for the service users and nominated person to contact in the event of a breakdown. The Provider will attend breakdowns both in and outside the core office hours (see opening hours and responsiveness section). |
| 10.12 | Where deemed an emergency, the provider will attend to repair or replace within 4 hours, this will be treated as an Emergency/ On Call requisition. |
| 10.13 | The provider will take full responsibility for the management of breakdowns related to Complex equipment. This includes arranging visits and obtaining quotations from suppliers for repairs. |

|  |  |
| --- | --- |
| **11** | **Minor Building Works** |
| 11.1 | The provider may consider subcontracting or partnership arrangements for the minor building works and technician service. |
| 11.2 | The provider will undertake minor building works (defined as adaptations to service users’ homes or other works that cost less than £1,000 excluding VAT).  |
| 11.3 | The provider will undertake site visits and carry out surveys to assist with technical specifications. Grab rails and other equipment that is secured to the fabric of the building are unlikely to require removal and collection. |
| 11.4 | The provider will ensure that minor building works are undertaken with minimal disruption to the household and any dust and debris removed. |
| 11.5 | The provider will ensure that any sub-contractors they engage must be compliant with the commissioner’s selection policies with regard to financial standing, relevant health and safety policies and insurance levels. The provider will liaise closely with the commissioner in engaging sub-contractors. |
| 11.6 | The provider will ensure that any damage caused is fixed (back to the original condition). The provider will be liable for any damage or costs incurred as a result minor building works. |
| 11.7 | The provider will be responsible, either directly or through arrangements with subcontractors, for ordering and obtaining any materials necessary to carry out minor building works. |
| 11.8 | The provider will be responsible for maintaining records of works carried out, the materials needed and the costs. This will be recorded on the system and details will be added to the Service User records in the same way as equipment is. |
| **12** | **Tissue Viability Products** |
| 12.1 | The provider may consider subcontracting or partnership arrangements for supplying tissue viability products. |
| 12.2 | The provider will supply a range of tissue viability products as specified by the Local Tissue Viability service |
| 12.3 | The provider will be responsible for maintaining records of items in use in the community. This will be recorded on the System and details will be added to the Service User records in the same way as equipment is. |
| 12.4 | The provider will be responsible, either directly or through arrangements with subcontractors, for ordering and obtaining appropriate products |
| 12.5 | The provider will ensure that any sub-contractors they engage must be compliant with the commissioner’s selection policies with regard to financial standing, relevant health and safety policies and insurance levels. The provider will liaise closely with the commissioner in engaging sub-contractors. |

|  |  |
| --- | --- |
| **13** | **Operating Hours and Responsiveness** |
| 13.1 | The Provider’s core office hours will be 08:00 to 18:00 on Monday to Friday (excluding Bank Holidays). During these hours prescribers will be able to contact the main store directly by telephone and email as a minimum. |
| 13.2 | The provider will deliver, install and collect equipment between 08:00 and 18:00 on Monday to Friday (excluding Bank Holidays) and 08:00 to 13:00 on Saturday.Satellite store(s) will be operational constantly and will be adequately stocked. |
| 13.3 | Minor building works will be carried out between 08:00 and 18:00 on Monday to Friday (excluding Bank Holidays) and 08:00 to 13:00 on Saturday. |
| 13.4 | For standard items:* ‘Normal’ requisitions will be delivered within five working days.
* ‘Urgent’ requisitions will be delivered between one to three working days.
* ‘Emergency and On Call’ requisitions will be delivered within four hours (in close consultation with the Prescriber). Emergency repairs will be treated in the same way.
 |
| 13.5 | Prescribers will restrict the over-use of Emergency and On Call requisitions wherever possible - the provider and the commissioner will liaise closely to ensure appropriate monitors and controls are in place to address this issue. |
| 13.6 | Collections will be carried out within 5 working days of receiving a request. |
| 13.7 | Where service users and nominated persons request collections more urgently that standard 5 working days (e.g. at times of bereavement, for cultural and religious reasons), the provider will ensure a more flexible response is accommodated where appropriate. |
| 13.8 | For delivery of Complex (bespoke) items of equipment that are in stock and on the shelf (i.e. returned Complex), the above timescales apply. For complex items that are not on the shelf, the provider will endeavour to procure, prepare and deliver the item as soon as possible but no later than within two weeks. |
| 13.9 | Planned servicing and maintenance will be carried out during core office hours. |
| 13.10 | Responsiveness for unplanned repairs will follow the same responsiveness targets as deliveries listed in 13.4 The provider will only be expected to undertake emergency repairs on agreed items of equipment. The Commissioner will work with the Provider before contract commencement to agree this list of items. |
| 13.11 | Minor building works will be completed within 14 days of receiving a request. |
| 13.12 | Prescribers will order before 17:00 on Monday to Friday, and 12:00 on Saturday to ensure deliveries, collections, unplanned repairs and minor building work requisitions fall into timescales. Requisitions made after these times can be considered too late and will fall into the next working day. |
| 13.13 | The provider will commit to working with the Commissioner to ensure all items are delivered within the timescales stated and these arrangements will be reviewed within the first year of the contract. |

|  |  |
| --- | --- |
| **14** | **Customer Service** |
| 14.1 | The provider will provide the facility for service users and Prescribers to telephone and email as a minimum requirement. They should be able to access customer services staff with general enquiries within office hours. |
| 14.2 | The provider will ensure that service users are given clear information, such as leaflets, containing contact details. These will clearly outline the responsibilities of the commissioner, prescriber and the provider so that service users know who to contact depending on the issue arising. |
| 14.3 | The provider will ensure that all written information given to service users can be translated into other languages if required. The commissioner will provide details of these requirements in line with local demographics before contract commencement. |
| 14.4 | The provider will provide online information and the facility for online enquiries. |
| 14.5 | The provider will have a clear procedure for service users, prescribers and others to submit compliments, comments, suggestions and complaints. |
| 14.6 | The provider will proactively ensure that service users, prescribers and the commissioner are given every opportunity to express their views to help inform service improvements and current satisfaction level  |
| 14.7 | The provider will undertake service user satisfaction surveys. The provider will ensure that a statistically significant and representative sample size of service users are surveyed to include a representative spread of service users including those who may have been dealt with by sub-contracted staff. |
| 14.8 | The provider will share with the Commissioning Team the outcomes of any complaints investigation with detail of actions taken and lessons learnt. These will be shared with the Commissioner as part of the contract monitoring process. |
| 14.9 | The provider will ensure and be able to evidence that they have an adverse incident and serious incident reporting protocol in place and will log any such incident. This will be available to the commissioner on request. |

|  |  |
| --- | --- |
| **15** | **Contract Monitoring** |
| 15.1 | The Provider will ensure that there are named contacts for key business areas, such as contract monitoring and operational issues. The commissioner will provide the same. |
| 15.2 | The provider will provide qualitative and quantitative information to the commissioner, including progress against management information, key performance measures, service user satisfaction, complaints and compliments, and any other action plans that are put in place by the Commissioner. Key performance measures will be agreed with the Commissioner before contract commencement. |
| 15.3 | In liaison with the commissioner before contract commencement, the suite of regular management information reports will be agreed. The Provider will be flexible in the information provided and will allow the commissioner to access real time information directly from their systems. |
| 15.4 | The provider will attend planned and regular monitoring meetings with the commissioner as well as ad hoc meetings as required. The provider will outline their processes with regard to ensuring a good working relationship and regular communication with the commissioner. |
| 15.5 | The provider will send representative(s) to Prescriber Forum Group meetings to collaborate with the commissioner in maintaining an up to date catalogue. It is anticipated that this group will meet every quarter. |
| 15.6 | The provider will cooperate with the commissioner and any new providers upon termination of the contract and provide the necessary information regarding TUPE, lease of buildings etc. The required information will be detailed in the contract stage. |

**Appendix A – ICT Specification**

|  |  |  |
| --- | --- | --- |
| **1** | **Service User Record** | *Expectation* |
| 1.1 | The System will allow for the recording of the following Service User information as a minimum. Mandatory fields will be fully customisable by the Commissioner. | Must |
| 1.1.1 | Unique identifier | Must |
| 1.1.2 | Last name | Must |
| 1.1.3 | First name(s) | Must |
| 1.1.4 | Title | Must |
| 1.1.5 | NHS number | Must |
| 1.1.6 | Social services ID | Must |
| 1.1.7 | Address and postcode | Must |
| 1.1.8 | Contact telephone and email | Must |
| 1.1.9 | Date of birth | Must |
| 1.1.10 | Gender | Must |
| 1.1.11 | Ethnicity | Must |
| 1.1.12 | GP details (GP code, address, contact number) | Must |
| 1.1.13 | Means of communication | Must |
| 1.1.14 | Disability or impairments | Should |
| 1.1.15 | Lives alone flag | Should |
| 1.1.16 | Access to property notes | Must |
| 1.1.17 | Known hazards or other special instructions | Must |
| 1.1.18 | Multi-client same household equipment users details | Should |
| 1.1.19 | Continuing Healthcare flag | Should |
| 1.1.20 | End of Life flag | Should |
| 1.1.21 | Hospital discharge flag and ability to record dates of admissions | Should |
| 1.1.22 | Nominated Person/ Next of kin/ emergency contact details | Must |
| 1.1.23 | Whether the client is active or no longer active/ deceased flag | Must |
| 1.1.24 | Current items at address | Must |
| 1.1.25 | History of items/ works at address | Must |
| 1.1.26 | Pending orders and activity and incomplete actions | Must |
| 1.2 | The system will allow prescribers to search and make changes to service users personal details (such as address, GP practice, temporary address) and these changes will be fully auditable. | Must |
| 1.3 | The provider will ensure that any duplicate records are appropriately merged. | Must |
| 1.4 | A user interface will be in place and available on multiple platforms, so that Practitioners can: |
| 1.4.1 | See current and pending orders and their progress | Must |
| 1.4.2 | Cancel unwanted items | Should |
| 1.4.3 | Arrange return and collections | Must |
| 1.4.4 | Amend their personal details | Must |

|  |  |  |
| --- | --- | --- |
| **2** | **Catalogue** | *Expectation* |
| 2.1 | The system will contain a complete catalogue of standard equipment as agreed by the commissioner. In addition, the system will contain information on complex items that are available for recycling. | Must |
| 2.2 | The catalogue will contain comprehensive details of items including but not limited to: |
| 2.2.1 | Images of items of equipment (Standard and Complex) | Must |
| 2.2.2 | Size and weight dimensions (Standard and Complex) | Must |
| 2.2.3 | Modifications and accessories (Standard and Complex) | Must |
| 2.2.4 | Whether it is used in conjunction with other items | Should |
| 2.2.5 | Product code, barcode number | Must |
| 2.2.6 | Product and manufacturer supplier details, documents and web links | Should |
| 2.2.7 | Contract prices, costs and value of stock (historical costs to be retained) | Must |
| 2.2.8 | Estimated shelf life and scrappage information | Must |
| 2.2.9 | Inspection/ servicing/ maintenance dates (previous and planned) | Must |
| 2.2.10 | Details of replacement/ spare parts fitted | Must |
| 2.2.11 | Whether the item is Standard, Complex/ CTE/ discontinued | Must |
| 2.2.12 | Stock levels and where stored (satellite stores) | Must |
| 2.2.13 | Supplier details of all contract items and special/bespoke equipment | Should |
| 2.2.14 | Scrappage information - The System will hold details of all equipment that has been scrapped (or passed to other organisations for recycling i.e. re-use charities) | Must |
| 2.2.15 | Details of close technical equivalents | Must |
| 2.2.16 | Availability and numbers on the shelf (including whether available from satellite flag) | Must |
| 2.3 | The Catalogue will allow updates in line with reviews of the core stock list. The Commissioner reserves the right to amend the Catalogue and alter listings should they be incorrect. | Must |
| 2.4 | Amendments to the Catalogue will be completed by the Provider immediately.  | Must |
| 2.5 | The Catalogue will be available in a downloadable and printable format. | Must |
| 2.6 | The System will have web pages showing Complex equipment that has been returned to the service and is suitable for reissue.  | Must |
| 2.7 | Once a Complex has been re-ordered, the Provider will remove/ hide it from the catalogue so that other attempts at ordering it will be blocked. | Should |

|  |  |  |
| --- | --- | --- |
| **3** | **Requisitioning and Tracking** | *Expectation* |
| 3.1 | The System will allow for multiple Prescribers to access and work on the same order so that it can be compiled before being actioned by the Provider (shopping basket). | Must |
| 3.2 | For orders containing multiple items of equipment/ minor building works that need to be separated logistically, this will be organised through the System by the Provider. | Must |
| 3.3 | The Provider will operate a serial number/ barcode tracking system that automatically updates Service User records on the System. This will allow real-time updates. The System will allow the movement and usage history of any item to be queried online using the serial number/ bar code number. | Must |
| 3.4 | The System will allow users to the track progress of orders from requisition to delivery. The System will record that items have been ordered with dates of order, delivery/ collection and maintenance information. | Must |
| 3.5 | The following information will be recorded against each requisition (delivery and collection): |
| 3.5.1 | Order reference number | Must |
| 3.5.2 | Serial/ barcode number(s) | Must |
| 3.5.3 | Prescriber | Must |
| 3.5.4 | Collection requested by | Must |
| 3.5.6 | Reason for non-collection (if appropriate) | Must |
| 3.5.7 | Notes | Must |
| 3.6 | For items issued by a Prescriber from a satellite store, the System will indicate this and record which Prescriber issued the equipment to the Service User. | Must |
| 3.7 | The System will be capable of providing online tracking to allow Prescribers to see the progress of their orders. | Must |
| 3.8 | The System will present accurate history of maintenance due date | Must |
| 3.9 | The System will allow for an authorisation process whereby items deemed to require authorisation from a defined group of senior members of staff. The System will allow for several sets of authorisation processes as required. | Must |
| 3.10 | The system will be able to send notifications to service users to inform them of visits due on the day that activity is arranged to take place. | Must |
| 3.11 | The Provider will offer a sensory services contact line where service users can send SMS messages. These will be replied to and actioned on the same day they were sent. | Must |

|  |  |  |
| --- | --- | --- |
| **4** | **System User Administration** | *Expectation* |
| 4.1 | The System will have role-based permissions. These will be based on clinical, financial and operational authorisation, stipulated by the Commissioner and linked to profession, team and organisation. | Must |
| 4.2 | The System will allow System Users to act in more than one role. | Should |
| 4.3 | The maintenance of System User accounts, such as adding new System Users, changes to levels of user permissions, or removal or suspension of System Users will be agreed by the Commissioner. Extracts of System User information will be available to commissioners so that lists can be reviewed regularly. | Must |
| 4.4 | Access to the System will be via a personal identification number or code and will meet the following minimum standards: |
| 4.4.1 | Password customisation | Must |
| 4.4.2 | Unique identities for all users | Must |
| 4.4.3 | Forced password change after initial log-in | Must |
| 4.4.4 | Complex passwords (standards typically applied are minimum of 8 characters, including upper and lower case, alpha and numeric, different to username) | Must |
| 4.4.5 | Regular forced change of passwords (every 90 days) | Must |
| 4.4.6 | Automatic lockout for five failed connection attempts in a row | Should |
| 4.4.7 | Measures will be in place to prevent simultaneous logins | Should |
| 4.4.8 | A secure mechanism for System to reset forgotten passwords. | Must |
| 4.5 | System usage by System Users will be fully auditable including all successful and unsuccessful attempts to access the system. | Must |
| 4.6 | Suspicious activity will be investigated by the Provider and reported to the Commissioner, with summary reports submitted to the Provider every quarter. | Must |
| 4.7 | The System and will allow all registered Prescribers and 10 other System Users (senior manager, administration, commissioning and performance staff from the commissioning organisations). | Must |
| 4.8 | The System will maintain a list of authorisers/ approvers and will allow for this list to be amended by the Commissioner as necessary. | Must |
| 4.9 | The system will allow new prescribers and practitioners to register at all times | Must |

|  |  |  |
| --- | --- | --- |
| **5** | **Training and Support** | *Expectation* |
| 5.1 | A quality training programme will be developed by the Provider alongside the Commissioner that includes provision for full training for all Prescribers. | Must |
| 5.2 | Training will also be available to members of staff who will be authorising orders and other staff from the commissioning organisations as necessary (such as administration and commissioning staff) | Must |
| 5.3 | The proposed training programme will include initial and ongoing user training and include supporting resources, manuals, system change bulletins and online training and advice. | Must |
| 5.4 | Training will be adaptable to reflect the needs of employees with hearing or visual impairments, or with no access to multimedia equipment. | Must |
| 5.5 | The Provider will offer ongoing ICT support to Prescribers. A helpline will be available between during core operating hours when System Users will be able to speak with first line support staff. | Must |
| 5.6 | Service desk support must be available during agreed core operating hours. | Must |
| 5.7 | 95% of calls will be dealt with without further escalation and the remainder within one working day. | Must |
| 5.8 | Service Users will also be able to contact the Provider via all forms of media (i.e. email, telephone, etc.). | Should |

|  |  |  |
| --- | --- | --- |
| **6** | **Accessibility** | *Expectation* |
| 6.1 | The user interface will conform to web accessibility guidelines, WCAG AA. The system will be suitable for users with learning and sensory disabilities and will allow printing of content. | Must |
| 6.2 | The system will allow for the use of accessibility tools compactible to Medway Council and Medway NHS CCG systems. | Must |
| 6.3 | The system will be accessible by users with visual or hearing impairments and those without multimedia devices. | Must |

|  |  |  |
| --- | --- | --- |
| **7** | **Reporting** | *Expectation* |
| 7.1 | The provider will put in place measures to allow the Commissioner access to the system to extract raw data and run formatted reports in real time. | Must |
| 7.2 | An accurate list of all equipment on loan, or adaptation works planned at any one time will be easily accessed by Commissioners. | Must |
| 7.3 | The System will provide accessible management information and reporting functionality that enables access to a range of standard reports and bespoke reporting capability. | Must |
| 7.4 | Reports will incorporate user defined parameters, including dates, product types, Prescribers’ role, Prescribers’ team, service user, post code. | Must |
| 7.5 | The System will allow data quality exception reporting by the Commissioner. | Must |
| 7.6 | The Provider will provide a suite of reports to be provided at contract commencement and thereafter on a monthly basis to enable, the commissioning team to monitor and manage the MICES contract. Reports will include equipment, prescription, maintenance/repairs (planned & unplanned), collections, refurbishment charges and deliveries, technician/ adaptation jobs, maintenance (carried out and planned) works and asset registers. | Must |
| 7.7 | The system will allow the Commissioning Team to source Prescribers, role, team and organisation specific data when necessary  | Must |
| 7.8 | Invoices will be generated on a monthly basis and by the 5th working day of the month following the Commissioner’s financial month end period. | Must |
| 7.9 | Access to reports will be linked to user profiles and this will be stipulated by the Commissioner. | Should |

|  |  |  |
| --- | --- | --- |
| **8** | **General Technical and Connectivity** | *Expectation* |
| 8.1 | Different interfaces will be in place with responsive design to allow access by PCs, tablets and mobile phones. It will be simple for system users to switch between one interface and the other. | Must |
| 8.2 | Security measures will be in place to deal with the transfer of confidential data via mobile technology. | Must |
| 8.3 | The System will be able to generate email notifications to Prescribers that alert them to actions taken with orders. The scope and wording of these notifications will be customisable by the Commissioner. | Must |
| 8.4 | The System will be able to provide automatic notifications to approvers, advising when further action is required. | Should |
| 8.5 | The System will be fully compatible with the Medway Council and NHS Medway CCG information technology systems and have the ability to interface with other systems using Web Services | Must |
| 8.6 | The System will be available 99.9% of core service hours and 95% of the time during non-core hours. | Must |
| 8.7 | Back-up and restore and disaster recovery procedures will be in place.  | Must |
| 8.8 | The Provider will make arrangements for the placing of orders in the event of system failure such that the ordering of urgent equipment/ adaptations is not otherwise possible. This will be detailed in the Business Continuity Plan. | Must |
| 8.9 | There will be a secure facility sending and receiving secure emails containing sensitive, confidential and person identifiable information from nhs.net, cjsm.net, and GSCX accounts. | Must |
| 8.10 | Secure arrangements will be in place to transfer potentially large volumes of data, such as management information and finance reports, data and documents between the Commissioner and Provider. | Must |
| 8.11 | The impact of proposed improvements, feature enhancements or other changes to the System on users will be assessed and approved prior to their implementation.  | Must |
| 8.12 | The System must be kept up to date with security patches as recommended by ICT security specialists. | Must |

|  |  |  |
| --- | --- | --- |
| **9** | **Data Protection and Information Security** | *Expectation* |
| 9.1 | The Provider will demonstrate that the System complies with the ISO27002 Information Security Code of Practice or provide evidence of ISO27001 accreditation (to include their Statement of Applicability), or equivalent. | Must |
| 9.2 | The Provider will share a written policy detailing their provision for data protection that includes electronic transfer of data, transfer and storage of written records, spoken communication. This policy will be available to Commissioners and reviewed and amended as required by changes in law or regulations and reviewed annually to check fitness for purpose. | Must |
| 9.3 | The Provider will be able to evidence appropriate training for its own staff in data protection and information security. | Should |
| 9.4 | Requirements of the Data Protection Act (1998) will be adhered to. The Provider will update the System in line with future changes in data privacy law. | Must |
| 9.5 | The Provider will not use Service User details for any purpose other than the operation of the contract. Service User details will not be passed to any third party organisations or used for sales or marketing purposes. Service User confidentiality will be maintained at all times during and after the contract period. | Must |
| 9.6 | The Provider will ensure that they are aligned with ISB Standards through ISB SCCI subscriber service. All Information Standards Notices (ISNs) need to be assessed to include evaluation of opportunities presented, as well as potential risks. | Should |
| 9.7 | Commissioners must have the right to carry out audits on the System and related processes subject to one week’s notice. | Should |
| 9.8 | The System will be subject to security penetration testing. Providers will evidence their penetration test reports. | Must |
| 9.10 | The System will record all transactional activity (inputs, amendments and deletions) for audit purposes, and retain historical data in accordance with the retention policies of the commissioning authorities. No data will be destroyed or deleted without the prior permission of the Commissioner. Audits must be non-amendable. | Must |
| 9.11 | The System will import data held in the current Providers’ systems. This includes all equipment orders, deliveries, collections, building works and Service User records. | Must |
| 9.12 | The Provider is required to work with the Commissioner and any future provider to ensure the timely transition of records at no extra cost to the Commissioner or future provider. This information will include a complete history of activity at the service user level, Prescriber information, and equipment information. | Must |
| 9.13 | Once data has been transferred securely and is no longer required, all data held under the contract will be destroyed securely. Data retention and disposal policies will be in compliance with the Data Protection Act 1998. | Must |
| 9.14 | Any hosted service will be located within the European Economic Area; otherwise, appropriate security certificates will be shared with the Commissioner. | Must |
| 9.15 | The Provider will have in place, and will share with the Commissioner, a documented system for recording and investigating security breaches (losses of data, inadvertent release to unauthorised personnel, accidents) and a process to ensure lessons are learnt from any such incident. Commissioners will be able to view that process and amend if required. | Must |
| 9.16 | The Commissioner will be notified immediately of any breaches of information security. Where a breach occurs, at the level specified by the UK Commissioners Office, details of how the breach was resolved must be provided in writing to the Commissioner. | Must |
| 9.17 | The Commissioner reserves the right at their discretion to require any Provider to remove or permanently exclude any persons from its premises or to remove access rights to the system from any persons and will observe its obligations under the Data Protection Act which prohibits disclosure of details that might inform such a decision. | Must |
| 9.18 | Staffs that leave the Provider’s employment will have their access to the System removed immediately. | Must |
| 9.19 | Any archived data will be protected to the same level of security as live data. | Must |
| 9.20 | The Provider must provide all necessary assistance and cooperation as reasonably requested by the Commissioner to enable it to comply with its obligations under the Freedom of Information Act 2000 and Environmental Information Regulations 2004. | Must |

|  |
| --- |
| **Glossary of Terms** |
|  | * **Commissioner** refers to Medway Council and NHS Medway Clinical Commissioning Group.
* **Service** refers to the Medway Integrated Community Equipment Service (MICES).
* **Provider** refers to the organisation(s) delivering the Service.
* **Service User** refers to the person for whom the equipment or minor building works is required.
* **Nominated Person** refers to the person acting on behalf of the Service User, such as family members or carers.
* **Prescriber** refers to any health or social care practitioner who and can raise requisitions with the Provider.
* **Standard** equipment refers to items that form part of the core stock of equipment, as agreed by the Commissioner.
* **Complex** equipment refers to less commonly ordered items and bespoke items which do not form part of the core stock.
* **CTEs** refer to Close Technical Equivalents. These are items of equipment that can be issued instead of Standard stock such as discontinued lines or where less valuable items are available.
* **Minor building works** refers to adaptations to the Service Users homes, such as the fitting of grab rails and other technician services.
* **System** refers to the ICT system used by the Provider to maintain the equipment stock and manage requisitions.
 |