

Volume Two (2)

Specification

**T20913SP/CS**

**Lot (One) 1 – Community Equipment Service**

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# Lot (One) 1 Community Equipment Service

## WORKING WITH SERVICE USERS

### Dignity and Respect

### The Provider shall ensure that the Service is carried out with due regard to Service User’s individual needs and circumstances which may include, but not be limited to cognitive impairment, memory loss and disorientation.

### The Provider shall ensure that all personnel carry out the Service with due respect to Service Users, their property and belongings.

### The Provider shall deliver the Service in accordance with the principles for dignity in care recommended by the Department of Health. Dignity and respect related information can now be found on Social Care Institute for Excellence (SCIE) website[[1]](#footnote-1):

### The Provider shall carry out the Service with due regard to the holidays, festivals, and traditions of the Service Users and their Carers.

### The Provider shall use additional communication services as required to provide alternative means of communicating (e.g. Minicom, short messaging service (SMS), email, etc.) with Service Users and Carers in accordance with their individual needs.

### Safeguarding

### The Provider shall have appropriate policies and procedures in place to meet their safeguarding responsibilities which are compatible with the policies of the Authority[[2]](#footnote-2) and any subsequent guidance and legislation that is produced in relation to Safeguarding Adults and Children. The Provider shall assist the Authority in the performance of its duties with respect to the Safeguarding of Service Users and vulnerable adults and children, including working with other agencies and providers.

### The Provider shall ensure that their Key Personnel immediately inform their supervisor or manager where they suspect that a Service User, vulnerable adult, child, or other person may be experiencing or at risk of experiencing any form of abuse.

### The Provider shall have systems and processes in place to respond to any concern, allegation or disclosure about potential abuse or neglect involving a vulnerable adult. The Provider shall notify the Authorised Officer or Authorised Prescriber of any allegations of abuse relating to Service Users or personnel.

### The Provider shall ensure that all Key Personnel working within the Service shall undertake appropriate training commensurate with their role and in consultation with the Authorised Officer.

### Health and Safety, Risk Assessment and Risk Management

### The Provider shall comply with:

### The Health and Safety at Work Act 1974[[3]](#footnote-3);

### Manual Handling Regulations[[4]](#footnote-4);

### The standards and guidance identified within the NHS Controls Assurance Standards[[5]](#footnote-5);

### The Medical and Healthcare Product Regulatory Agency[[6]](#footnote-6) (MHRA) guidelines; and

### All other relevant, existing and future legislation.

### The Provider shall notify the Authorised Prescriber immediately of any emergencies, serious incident, illness or injury relating to any individual. In the event of the Authorised Prescriber’s unavailability, an Authorised Prescriber’s manager or Authorised Officer shall be notified instead.

### The Provider shall ensure receipt of Hazard Notices and, where applicable, take action, advice and notify the Authorised Officer or Authorised Prescriber, within five (5) working days or sooner should the issue identify the need for a more urgent response.

### The Provider shall ensure that appropriate systems and procedures are in place and implemented to comply with prevention of cross-infection and Health and Safety procedure.

### The Provider shall ensure that Product Recalls are actioned within five (5) working days of notification of the Product Recall.

### All equipment requiring maintenance and/or inspection shall be maintained, inspected and/or serviced by the Provider, as per manufacturer’s instructions. This shall include, but is not limited to, Lifting Operations Lifting Equipment Regulations 1998[[7]](#footnote-7) (LOLER) and Portable Appliance Testing[[8]](#footnote-8) (PAT).

### The Provider shall undertake health and safety inspections either as part of the recycling process or as part of their pre-planned maintenance, whichever is sooner.

### The Provider shall have appropriate risk assessment and risk management systems in place and shall:

### Ensure Key Personnel are trained and competent to undertake risk assessments on activities relating to themselves, and undertake a risk assessment prior to undertaking any work/duties.

### Undertake risk assessments on activities relating to their Key Personnel, prior to undertaking any work/duties. Where it is believed that there could be a risk to any person, the Provider shall immediately seek further instructions from the Authorised Officer or Authorised Prescriber before undertaking that activity;

### Assess all the significant risks faced by the Provider’s Key Personnel (e.g. lone working, violence and abuse and manual handling capability) and implement procedures addressing these risks;

### Ensure Key Personnel are aware that if they believe there is a risk of injury to any person then they should not carry out the activity until they have sought further instructions from the Authorised Prescriber and/or their manager and shall not under any circumstances place the Service User, Carer or any other person at risk;

### Recognise situations which involve risk of actual, or potential danger, or personal injury to any person on the Provider’s premises, or any premises, on which the Provider is obliged to work (including Service Users’ locations). Risks could include spillages, loose materials, slip and trip hazards, electrical safety and defective equipment. Where appropriate and without personal risk, Key Personnel shall make these situations safe, or withdraw from the situation, and alert appropriate bodies.

### The Provider shall provide Service Users with the following information:

### Verbal and written instructions on how to use equipment;

### Verbal and written instructions on how to maintain equipment;

### A written explanation of responsibilities regarding maintenance of equipment;

### A demonstration of the equipment;

### Details on how to return equipment; and

### An emergency telephone contact number in case the equipment fails

### Accidents and Incidents

### The Provider shall keep a record of all incidents or accidents involving any personal injury or death or significant risk of personal injury or death of or to any person arising out of the Provider’s discharge of the duties set out in this Specification, detailing:

### The member of Key Personnel or other person notifying the incident or accident;

### The name and address (if known) of each and every member of the Provider’s or the Authority’s Key Personnel, the Service User, Carer, visitor or other person involved in the incident or accident;

### The nature and extent of the incident, or accident including details of any personal injury (if known) or death actually suffered; and

### The date and time of the incident or accident.

### The Provider shall ensure that all its Key Personnel report to the Provider all such incidents or accidents.

### The record of incidents and accidents shall be open to inspection by the Authorised Officer at any time. If the record is computerised the Authorised Officer shall be notified of all necessary access codes.

### A copy of the complete record of incidents and accidents shall be supplied to the Authorised Officer on their written request within two (2) working days of that request.

### The Provider shall immediately notify the Authorised Prescriber or Authorised Officer should any equipment issued be misused, abused or removed from any private residence/home to which it has been delivered without the approval of the Authorised Prescriber or the Authorised Officer.

### The Provider shall immediately notify the Authorised Prescriber if a Service User has refused to accept delivery of equipment

### The record of incidents and accidents shall in all other respects be treated as confidential between the Provider and the Authorised Officer or Authorised Prescriber. No copy, extract or summary of the record or any part of it or any comment on it shall be supplied to any person (other than those specified above or the Contract Manager or any Director of the Provider) without the prior written approval of the Authorised Officer.

### The Provider will be responsible to report to the Medicines and Healthcare Products Regulatory Authority (MHRA) any incidents/accidents that are deemed to meet the criteria therein, in accordance to internal policies and procedures.

## PARTNERSHIP

### Partnership

### The Provider shall aim towards continued service improvements and developments in order to achieve better use of resources and provide a more efficient, sensitive and Service User/Carer orientated Service.

### The Provider shall work closely with the Authority to develop quality management systems for continuous Service Improvement including, but not exclusive to, in areas of Service Users’ experiences, response times, cost effectiveness, risk management, personalisation and workforce development.

### The Provider shall bring to the attention of the Authorised Officer any new and better equipment available in the market or other improvements which shall benefit efficient delivery of the Service.

### The Provider shall meet periodically with the Authorised Officer and shall attend meetings relating to monitoring the performance of the Contract.

### The Retail Model

### The Retail Model is part of the Government’s Personalisation agenda. The Retail Model relates to moving simple equipment into the retail market place so that the Service gives Service Users greater choice, control and independence over their equipment provision. The Retail Model also allows Service Users to upgrade or ‘top up’ their equipment to their preferred model so they can have the equipment they want rather than that within the cost remit of their allocated allowance. Consequently, where a Service User is assessed as eligible for Simple Aids for Daily Living equipment provision, they can take their prescription to a local accredited retailer who will exchange it for the items of equipment required.

### The Authority requires the Provider to be able to deliver a Mixed Pack of items when requested by the Authorised Prescriber. These items must be delivered to the Service User as a single delivery where all items are standard equipment, with one delivery charge being made to the Authority. Exception will be made to apply multiple delivery charges, providing this is kept to a minimum, when Non-Standard Stock/Special Equipment is being requested as part of the Mixed Pack.

### The Provider shall use Green Stock (which the discount rate agreed between the Provider and the Authority will be applied) for the SADLS element of the Mixed Pack, however where this is not feasible (not in stock), this provision can be fulfilled with new stock to effectively meet the equipment request therein.

### It is for the Provider to establish how they will deliver the SADL element of a Mixed Pack delivery. However, the Provider is expected to ensure that a single delivery transaction is made to the Service User’s address for Standard Stock Equipment.

### Where the Provider chooses to be a Retailer they shall comply with the Torbay and Southern Devon Health and Care Trust and Torbay Council – TCES Accredited Retailer Specification (Schedule 18)

### The Authority has developed and implemented the Retail Model as prescribed above and will be responsible for monitoring/managing the Retail Accreditation. The Provider shall support the Retail Model by, for example, displaying and demonstrating equipment to retailers and Service Users during open and training days; conferences etc.

### The Authority has developed and implemented the Retail Model as prescribed above. The Provider shall support the Retail Model by, for example, displaying and demonstrating equipment to retailers and Service Users during open and training days; conferences etc.

### The retail market for community equipment is developing due to increased needs for mobility aids and the decision to adopt the Retail Model for State Funded Service Users. However, there is a lack of well-equipped and modern showroom/trial facilities in the area where Service Users, Carers and any other visitor can easily access and have hands on experience of equipment and can learn more about the benefits of technologies to support them to stay independent in their own homes and communities.

### The Provider shall develop the Retail Sales and showroom/trial facility within the Torbay locality, this can be located either within the main depot or other convenient and central location(s) in consultation with the Authorised Officer for general aids to daily living equipment. The facility shall meet the national minimum standard requirements in accordance to the Accreditation Criteria Core Competencies matrix (Schedule 18) and all relevant statutory and/or legislative requirements.

## MANAGEMENT OF THE SERVICE

### Key Personnel

### All activities shall be undertaken by appropriately trained staff as per section 8 below. It is anticipated that these shall be the Provider’s permanent Key Personnel, however, where temporary Key Personnel, or approved Sub-Contractors are required, they shall also conform to the minimum requirements set out in section 8 and shall receive commensurate induction training before they undertake any work on the Provider’s behalf for the Services defined within this Specification.

### The Provider’s Key Personnel shall wear a suitable uniform/work-wear with a clear identity badge (verifiable by the Service User or their Carer) bearing a photograph of the holder together with the Provider’s telephone number.

### All of the Provider’s Key Personnel, including approved temporary Key Personnel/Sub-Contractors, who will have direct access to Service Users shall comply with the Disclosure and Barring Service (DBS) requirements. This shall be current and valid at all times effective from the commencement date and throughout the life of the Contract. DBS checks shall be included as part of the quality assurance system and shall be subject to inspection at any time by the Authorised Officer.

### The Provider may invite the Authorised Officer to participate on the interview panel for any advertised Key Personnel position.

### The Provider shall supply the Authorised Officer with a list of all staff employed within the Service at Contract commencement and shall update this list every time there is a change in personnel throughout the life of the Contract. This shall include permanent staff and any temporary staff engaged to cover long and/or short term absences. This information is to be provided within five (5) working days of the change occurring.

### The Provider is responsible to notify/report, in writing, to the Authority the reasons for removing or replacing any Key Personnel during the term of the Contract in all circumstances, and gain written consent from the Authority prior to removing or replacing any Key Personnel.

### Written notice must be provided by the Provider of its intention to replace Key Personnel within a minimum of three working days from the time it is apparent that the Key Personnel will be unable to continue to contribute towards the provision of the defined Services set out within this specification (for any reason whatsoever).

### The Provider shall consult with the Authority to agree the appointment of any temporary Key Personnel/Sub-Contractors who will be responsible to perform tasks on the Provider’s behalf for the Services defined within this Specification.

### The Authority shall not unreasonably delay or withhold its consent to the appointment of a replacement (temporary Key Personnel/Sub-Contractors) for any relevant Key Personnel by the Provider or Sub-Contractor.

### Temporary Key Personnel or/and Sub-Contractors commissioned by the Provider, where appropriate, shall be competent to carry out the assigned tasks required to meet the requirements in accordance to the Services defined therein.

### The Provider shall notify the Authorised Officer, as soon as reasonably possible, of the need to utilise any temporary Key Personnel/Sub-Contractor to undertake any emergency or short-notice work at a Service User’s premises and, if used, such temporary Key Personnel/Sub-Contractor shall carry a letter or appropriate form of authorisation when undertaking the work.

### Unless otherwise agreed in writing between the Provider and Authorised Officer, the Provider shall ensure that the role of any permanent Key Personnel is not vacant for any longer than three (3) working days.

### The Provider has the responsibility to ensure that there is an equivalent replacement (temporary Key Personnel/Sub-Contractor) to sufficiently cover any periods of planned or unplanned absence of the Key Personnel.

### Any replacement (temporary Key Personnel and/or Sub-Contractor) shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the member of staff whom he/she has replaced. This shall include, for example, where a post has become vacant due to the Key Personnel leaving the organisation or where the individual is absent through illness or injury. This shall be reported to the Authorised Officer in accordance with 7.5 (staff list) above.

### On the provision of supporting evidence-based information, which is deemed as reasonable, the Authorised Officer will have the right to request the Provider to remove any Key Personnel that the Authority considers in any respect unsatisfactory. The Authority shall not be liable for any associated cost of replacing any Key Personnel.

### The Provider shall ensure that the Key Personnel and/or temporary Key Personnel/Sub-Contractor are contactable during working hours when on duty.

### Training Plans, Records and Induction

### The Provider shall ensure that every person engaged in the provision of the Service is at all times properly and sufficiently trained and instructed. Records of training shall be included as part of the quality assurance system and are subject to inspection at any time by the Authorised Officer.

### Key Personnel training records shall be maintained in accordance with the Provider’s “Record Management Policy”.

### The Authorised Officer will provide regular opportunities for the Provider’s Key Personnel to spend time with clinical professional Key Personnel. The Provider shall incorporate this into their induction-training schedule for all Key Personnel, subject to availability of opportunities offered by the Authorised Officer.

### The Provider shall provide the Authorised Officer with a detailed training plan for all Key Personnel to be involved in the performance of this Contract.

### The Provider shall make available to the Authorised Officer upon request the training records for individual Key Personnel indicating what specific training each of them has received, evidence that they have appropriate knowledge and skills and, where applicable, the level to which they have achieved any relevant qualifications. The records shall also indicate any planned training, the next training review and/or skills audit date for the individual and the results of any previous skills or operational audits.

### Key Personnel Audits

### The Provider shall, as part of their regular performance reporting, share the findings of Key Personnel audits with the Authorised Officer. The Provider shall not identify individuals involved, but shall indicate the role they undertake and any action plans to be implemented following the audit.

### Structure, Plans and Procedures – Operations Manual

### The Authority will establish a Partnership Board to make collective decisions concerning the Contract. The Partnership Board will consist of appointed officers representing the Commissioners. The Authority shall convene meetings of the Partnership Board and shall act on behalf of the Partnership Board when negotiating/communicating concerns with the Authorised Officers directly related to the Contract.

### The Provider shall provide evidence of quality assured policies and procedures that will be applied to the Service.

### The Provider shall work with the Authorised Officer to produce an Operations Manual, which will confirm in detail all of the policies and procedures to be adopted and employed by the Provider during the Contract Period in accordance with this Specification.

### Authorised Prescriber Training

### At the commencement of the Contract, and at any time upon reasonable request, the Provider shall in agreement with the Authorised Officer, provide training on its systems and processes to the Authorised Prescribers and anyone else the Authority nominates.

## SERVICE MODEL

### The Authority currently has an allocated budget to meet the Services defined within this Specification. For details please refer to Schedule 19.

### Service Model and Logistics Options

### The Specification is constructed on the basis of:

### A Standard Stock equipment list, with standard pricing, to be established for inclusion in the Equipment Catalogue; and

### All stock equipment being issued by the Provider being treated as new with regard to product pricing.

### The Provider and the Authority will agree the Service Model prior to the Commencement Date of Contract award. The Authority will consider the proposal of a mixed Service Model which demonstrates the most economically advantageous tender (MEAT).

### Option 1 – Credit Back:

### This Model applied dictates that the equipment is owned by the Provider whilst in the Provider’s possession; on delivery of the equipment, in accordance to the specific instructions given by the Authorised Prescriber, the equipment will transfer ownership to the Authority.

### During the period in which the equipment is out on loan (in the field), the Provider shall be responsible for the serviceability and maintenance of the equipment. On collection of the equipment from the Service User, ownership will pass back to the Provider, subject to serviceability and/or in agreement with the scrapping policy, through the agreed credit mechanism.

### During the period in which the Equipment is loaned to Service Users, ownership of the Equipment shall pass from the Provider to The Authority; however responsibility for accountability, serviceability and maintenance will remain with the Provider, which shall be costed within the credit mechanism calculation. This shall include, but not exclusive to:

### Delivery;

### Collection;

### Adjusting/assembly/fitting/Installation;

### Decontamination and reissue

### Planned and unplanned maintenance/servicing/calibration (in accordance to manufacturers guidelines, statutory requirements and legislative obligations);

### Refurbish/repair with the provision of replenishment parts;

### Report creation and issue in accordance with this Specification;

### Procurement activity;

### Sufficient business insurance cover;

### Stock management, asset registration and storage;

### Electronic advertising and product information; and

### Disposal/scrapping

### The Provider and the Authority will discuss and agree the credit mechanism charge at the time of Contract Award.

### The Provider is expected to charge a discounted rate against the delivery cost for the collection activity, irrespective of whether the equipment was delivered prior to commencement of Contract (pre-contract).

### Option 2 – Loan per Activation:

### This model applied dictates the equipment is owned by the Authority. The title remaining with the Authority at all times.

### The Provider shall procure/purchase the equipment on behalf of The Authority in accordance to section 14 (Stock Management / Equipment Provision), and invoice in accordance to the terms and conditions of the Contract and Specification.

### This arrangement will be subject to an agreed budget stipulated by the Authority for the provision to procure the Equipment.

### The Authority will be responsible to fund the replenishment parts identified in accordance with the agreed procedure/protocol to determine and promote economical repair. The Provider shall procure/purchase replacement parts on behalf of the Authority, in accordance to section 14(Stock Management, Equipment Provision and Purchasing), which will be subject to an additional charge to The Authority at cost/purchase price in accordance to the terms and conditions of the Contract. The Authority will allocate an agreed budget for this service.

### It is the Provider’s responsibility to work with the Authorised Officer to forecast any significant changes in trend/demand which would indicate that the allocated budget is potentially not sufficient to meet the full financial year’s predicted spending.

### The Provider and The Authority shall agree the charge(s) per activation of Service required at the time of Contract award. This will be commissioned in accordance to the agreed protocol to request the provision of the prescribed equipment by the Authorised Prescriber.

### The Provider will be responsible for the provision of accountability, serviceability and maintenance of all equipment under this arrangement. The Authority shall expect the activation charges to cover the operational costs (pay (salaries) and non-pay expenditure). These activations shall take into account and include, but no exclusive to:

### Delivery;

### Collection;

### Adjusting/Assembly/fitting/Installation;

### Decontamination and reissue;

### Planned and unplanned maintenance/servicing/calibration (in accordance to manufacturers guidelines, statutory requirements and legislative obligations);

### Refurbish/repair;

### Report creation and issue in accordance with this Specification;

### Procurement activity;

### Sufficient business insurance cover;

### Stock management, asset registration and storage;

### Electronic advertising and product information; and

### Disposal/scrapping

### The Provider and the Authority shall agree the breakdown of tasks for each item of equipment/activation and the associated cost which demonstrates and can be evidenced as Best Value.

### It is expected Applicants will offer two (2) delivery and collection charging options:-

### Weighted or slot choice in accordance with complexity of delivery, installation and/or set-up. In this instance, there is an expectation that the Applicant will offer a discounted rate for a single delivery activity where an order has multiple items; or

### Average flat rate in accordance with the forecast information supplied within this Specification. In this instance, the Provider shall charge only for a single delivery activity where an order has multiple items.

### The Provider is expected to charge a discounted rate against the delivery cost for collection activity, irrespective of whether the equipment was delivered prior to commencement of Contract (pre-contract).

### In circumstances where multiple items of Standard Stock Equipment are ordered, and the order cannot be fulfilled due to one or more of these items being out-of-stock at the time of request, if the Provider is not at fault (due to external influence), the Provider shall only charge for a single delivery activity in accordance to the criteria set (See Schedule 1 Delivery Priority and Timescale) and 12.4.9(a) and 12.4.9(b) above.

### The activation shall be chargeable from fulfilment of the request being satisfactorily met in compliance with the Authorised Prescriber’s instruction in accordance to the agreed procedure.

### Option 3 – Operating Lease Model

### This model applied dictates that the equipment is owned by the Provider. The title remaining with the Provider at all times.

### The Provider and the Authority shall agree a daily leasing rate(s) per activation for each item of equipment at the time of Contract award. This will be subject to an agreed Operating Lease calculation mechanism, i.e. finance fee, depreciation fee (capital employed), insurance, administrative costs, interest attracted etc.

### This agreed daily lease rate shall take into consideration the “whole life” costing of each item of equipment, which shall include the supply and the associated Service elements required for each item, in order to achieve the most economically advantageous cost.

### The Provider will be responsible to meet these associated Service requirements, which covers the accountability, serviceability and maintenance of all equipment under this arrangement. The Authority shall expect the activation charges (daily leasing rate) to cover the operational costs (pay (salaries) and non-pay expenditure). This daily charge shall take into account and include, but no exclusive to:

### Delivery;

### Collection;

### Rescheduling and fitting with kit of parts;

### Adjusting/assembly/fitting/Installation;

### Decontamination and reissue;

### Planned and unplanned maintenance/servicing/calibration (in accordance to manufacturers guidelines, statutory requirements and legislative obligations);

### Refurbish/repair with the provision of replenishment parts;

### Report creation and issue in accordance with this Specification;

### Procurement activity;

### Sufficient business insurance cover;

### Stock management, asset registration and storage;

### Electronic advertising and product information; and

### Disposal and scrapping.

### The Provider and the Authority shall agree the breakdown of tasks for each activation and the associated cost which demonstrates and can be evidenced as Best Value.

### Each activation will be fulfilled and chargeable in accordance to agreed protocol to request the provision of the prescribed equipment under this arrangement. The Provider and the Authority shall agree, prior to the Commencement Date of the Contract, various daily lease charges, to include, but not exclusive to, a short-term, long-term and drop down rate principle. This shall also be subject to a definitive criteria agreed for each daily fee calculated.

### The Provider shall ensure robust operational procedures are in place to effectively meet and comply with the Authority’s agreed protocol to access this Service.

### The time period per activation shall apply as follows:

### The activation shall start/apply from either the day the equipment is satisfactorily delivered in accordance to the Authorised Prescriber’s request; and

### The activation will cease on the day of contact to request collection or on the collection date specified by the Authorised Prescriber.

### This shall be subject to a reasonable cut-off time, during normal working hours, of which shall be 1pm on each working day.

### For the life of this Contract, this arrangement will apply to new and existing stock located in the store only. Existing stock in the field will be excluded until this equipment is returned to the Provider’s store, and has been assessed as economically viable for re-issue.

### The Provider and the Authority shall agree a residual value/special protocol with regard to the Provider purchasing from the Authority the existing returned stock (which is owned by the Authority).

### The Provider shall ensure the leasing conditions are applicable to an Operating Lease and not a Financail Lease and shalll comply with the requirements of Section C16 of the Contract.

### Syringe Driver Provision: The Provider shall provide this Service under the Operating Lease model, therefore all associated terms and conditions will apply.

### The Provider shall ensure that the Syringe Driver utilised for Operating Lease conforms to the International Electro-technical Commission (IEC) standards, 60601-2-24 standard 11 – safe infusion pumps. The Syringe Driver recommended by the Department of health to conform to BS EN60601-2-24 is the CME Medical McKinley T34.  Details of Patient Safety requirements are listed in the Central Alert System (CAS) reference NPSA/2010/RRR019.

### The Provider will undertake to purchase from the incumbent Provider the stock and consumables of all equipment allocated to the Syringe driver service at a purchase price agreed between themselves and the incumbent Provider.

### Consumables – The Syringe Driver consumables will be supplied by the Provider under the existing arrangements of the previous Contract, utilising the same standard operating procedures as agreed under the previous contract.

### Existing Stock (Pre-Contract)

### Service Model – Loan per Activation)

### The Authority will retain ownership of all existing stock equipment in the store and out on loan (in the field). Title will remain with the Authority at all times. Prior to the Commencement Date, the Authority and the Provider will meet the following requirements:

### Freeze transactions;

### Physical count of stock;

### Electronic transfer of stock to the Provider (for stock management purposes); and

### Adjust electronic purchase value to reflect physical

### Service Model - Credit Back and Operating Lease Only:

### A Special protocol shall be established between the Authority and the Provider in respect of existing stock which is not owned by the Provider and which is in existence prior to the Commencement Date. This will include, but not limited to:

### Freeze transactions;

### Physical count of stock;

### Electronic transfer of stock to the Provider;

### Adjust electronic purchase value to reflect physical; and

### Value electronic stock

### The Authority to invoice the Provider the total amount of the purchase price of stock agreed.

### The Provider pays to the Authority the agreed total purchase price of stock.

### Prior to Date of Commencement, the Provider shall agree a purchase value (percentage cost of the original purchase price) with the Authority to acquire any existing stock equipment currently held in the incumbent Providers store(s) and an agreed procedure for those that require disposal by agreement. The Provider will meet this payment in full prior to the Commencement Date of this Contract.

### The Authority and the Provider shall agree that any existing equipment currently out on loan (in the field) will remain the title of the Authority until the Provider is in receipt of this equipment. If the returned equipment is deemed as economically viable for repair and is fit for purpose, the Provider will pay the agreed discounted purchase value and re-issue under the Service Model applied in accordance to the terms and conditions of this agreement.

### If the Provider purchases the returned equipment for re-issue, then the delegated Service Model charges will apply for each item of equipment with immediate effect.

### If the Provider does not wish to purchase the pre-contract returned equipment from the Authority, then a collection fee shall be agreed between the Provider and the Authority, which will include the provision of scrapping/disposal.

### The Provider shall adopt a system/procedure whereby all equipment previously issued by the Authority and out on loan (in the field), and which requires maintenance/service are maintained/serviced in accordance with the manufacturer’s instructions, statutory requirements and/or relevant legislation.

### The Provider shall have a separate coding in place during transfer to differentiate between adult and children equipment.

### Stock Management, Equipment Provision and Purchasing

### Where applicable, in accordance to the Service Model adopted, the Provider shall act as an objective agent for The Authority in procuring the equipment at cost price. The entire profit margin for the Provider shall be built into the Services activities undertaken. The Provider shall not acquire any margin on providing the items of equipment. The equipment price quoted in Volume Four (4) Pricing Schedule Response shall be deemed to include all administrative costs.

### Standard Stock Equipment

### Equipment lines ordered frequently are classified as Standard Stock Equipment. The Standard Stock Equipment list is detailed in Schedule 5 within these Tender documents. The Provider shall maintain sufficient supplies of agreed Standard Stock Equipment to ensure that deliveries are made in line with performance targets. In order to do this, The Provider shall utilise an automated inventory management system which be remotely accessible (on a read only basis) to the Authority to ensure that individual equipment in any category is automatically managed and replenished.

### The Authority and the Provider must to agree minimum stock levels for Standard Stock Equipment in accordance to the agreed minimum stock level calculation mechanism. This will be agreed at the time of Contract award.

### The Provider shall work in partnership with the Authorised Officer to forecast future demand for equipment, hold sufficient spare Standard Stock Equipment to account for future uncertainty in demand. This forecast will include seasonality checks, demand trends (over a three (3) year average) and changes in product type driven by MHRA notices etc.

### If applicable, the Authority and the Provider will identify and agree the top thirty (30) Standard Stock Equipment (CADLS) items. Prior to a purchase order being processed, the procurement of this aforesaid equipment must be agreed by both the Provider and Authority, in accordance to the procedure in place. An informed decision will be made by the Authorised Officer in accordance to the outcome/position of the escalation process (as defined in 14.4.4 Escalation process – review of service elements, field stock).

### Non-Standard/Special Equipment

### This equipment does not fall within Standard Stock Equipment. The Provider does not need to pre-order Special Equipment to maintain a reserve inventory, however the Provider will be expected to review the stock of all equipment prior to new purchase orders being placed. The Provider will ensure orders have been approved by the Authorised Officer (or Appointed Deputy). The Provider will store and re-use this equipment returned to stock subject to condition and the agreed Infection Control Policy.

### The Provider shall provide a procurement, sourcing and advisory service for Non-Standard/Special Equipment including, where requested, subsequent delivery, assembly, fitting/installation, collection and recycling, as appropriate, to ensure Best Value.

### The Provider shall use their experience and purchasing knowledge to obtain competitive quotations for the supply of products that meet a description/specification provided by the Authorised Prescriber or Authorised Officer. The Provider shall ensure Best Value for the equipment and agree on delivery timescales, this includes seeking and providing technical advice, assisting Authorised Prescribers to decide the most cost-effective technical equipment solution, and make alternative suggestions if appropriate.

### The Provider shall ascertain the lead-time from the manufacturer/supplier for the supply of Special Equipment and shall inform the Authorised Prescriber of the lead-time immediately, in writing, and their preferred communication method. Orders for Special Equipment shall be raised on the same working day as receiving an authorised Order, which shall be subject to a cut-off point during normal working hours, one (1.00) pm on each working. This cut off point will determine the Provider’s obligation to process on that same working day or next working day.

### The Provider shall expedite any overdue Non-Standard Stock/Special Equipment with the Supplier and the Authorised Prescriber shall be informed of the results immediately in writing, and their preferred communication method. The Provider shall make every effort to ensure that this equipment is supplied within the manufacturer’s quoted lead time.

### Upon goods receipt of Non-Standard Stock/Special Equipment, the Provider must inform the Authorised Prescriber in writing, and their preferred communication method, that this equipment is available for use within three (3) hours of receipt during normal working hours.

### On receipt of Non-Standard Stock/Special Equipment and prior to delivery, the Provider will have a robust procedure in place to effectively manage this equipment, i.e. to photograph each item, as well as the detachable/parent/child related parts, and scan the product specification and any associated documentation, which shall be easily accessible to the Authorised Prescribers via the web-portal.

### The Provider shall submit management reports, in accordance with Schedules 2 and 3, at set periods agreed between the Provider and the Authority, to identify the varying trends of demand to determine a continual up-dated position on the top thirty (30) CADLS accurately. The Provider and the Authority shall agree procedures to ensure any such change is applied within an agreed reasonable timescale to reflect an up-to-date position, which truly represents the top thirty (30) CADLS.

### Generic/General (applies to Standard/Non-Standard/Special

### The Provider shall ensure that optimum level of utilisation is achieved, wherever feasible, to promote the reduction in the number of equipment items by providing readily accessible information, notifying all the equipment (including Non-Standard/Special) available in the store. The Provider shall have procedures in place to ensure that each item of equipment returned to stock (to be re-issued) is immediately recorded to reflect the most up-to-date position on current stock levels, accessible to the Authorised Prescriber via the web-portal as part of this process.

### In accordance to 14.3.7 and 14.4.1, in the event of non-compliance, the Provider shall not be permitted to procure/purchase, on behalf of the Authority, additional/excess equipment unnecessarily.

### The Authority will be monitoring invoices for all purchased equipment and failure to meet these conditions, (14.3.7 and 14.4.1), at the fault of the Provider, the Authority will raise reimbursement to the Provider for the cost of the identified Equipment ordered/prescribed, along with any associated cost incurred. The Provider will have a procedure in place to document supporting evidence to prove otherwise.

### At the time of Contract award, the Authority and the Provider will agree an escalation process to ensure optimum level of usage for ALL existing equipment in stock is achieved. The Provider will be responsible to comply with this, as part of the stock management process, prior to purchasing additional equipment to meet demand. This shall include, but not limited to, up-to-date collection/decontamination status, review of the provision of the existing field stock report etc.

### To reduce the risk of non-delivery and/or non-collection activations, the Provider shall make contact with the recipient (Service User/Representative), via their preferred communication method, up to forty eight (48) hours prior to the scheduled delivery/collection which was agreed between The Provider and the Recipient (Service User/representative).

### On scheduling the visit, the Provider is expected to attempt contact with the Service User/Representative on at least three (3) separate occasions of varying times/days prior to aborting the equipment request. If problems are experienced and/or if the decision to abort is necessary, then it is the responsibility of The Provider to notify the Authorised Prescriber, in writing, and their preferred communication method, to inform position and request the Authorised Prescriber to recommend/instruct action required to resolve/complete the equipment request.

### Where applicable, the Provider shall be entitled to charge the Authority the agreed activation charge for non-delivery and/or non-collection, on the condition The Provider is not at fault in anyway, if attempted to deliver/collect within the defined scheduled timescale(s) agreed with the Service User/Representative and 14.4.5 (forty eight (48) hours notice) and 14.4.6 (three (3) attempts) have been fulfilled by the Provider to reduce the risk of this occurrence. The Provider shall provide written supporting evidence-based information which verifies compliance in order to be eligible for this charge.

## AGREED EQUIPMENT CATALOGUE

### Catalogue Development

### The Provider shall work in partnership with the Authorised Officer to provide, maintain and up-date an online Equipment Catalogue (Standard/Non-Standard Stock/Special Equipment).

### The Equipment Catalogue shall include, as a minimum, all items agreed by the Authority with the Provider prior to the commencement of the Contract and thereafter reviewed and updated or as otherwise required by the Authority Catalogue Review Group.

### Where possible, equipment listed in the agreed Equipment Catalogue shall include a web-link to the manufacturer’s website to allow Authorised Prescribers to access further information on equipment specification, instruction etc.

### The Provider shall include a user guide on the Equipment Catalogue, as agreed with the Authorised Officer, for Authorised Prescribers to enable them to use the Service effectively.

### The Provider shall provide technical specifications and descriptions of all the equipment contained in the Equipment Catalogue;

### Equipment Catalogue Review Group

### The Authorised Officer will invite a group of practitioners/Authorised Prescribers/stakeholders to sit on the Equipment Catalogue Review Group. The Provider shall provide an experienced representative with relevant product knowledge to attend the Equipment Catalogue Review Group.

### The Equipment Catalogue Review Group will review alternative products, choose the best product, or products, to include in the revised Equipment Catalogue for future new purchases. The Provider shall present sufficient alternative makes/models to the Review Group to enable the Review Group to determine whether the equipment contained, or to be included, in the Equipment Catalogue is representative of that offered by the market and demonstrates Best Value.

### The Equipment Review Group will undertake three (3) levels of the Equipment Catalogue Review Process as follows.

|  |  |
| --- | --- |
| Major Catalogue  Review | Between twenty five (25%) and one hundred (100%) of equipment lines in the Catalogue to be reviewed. It is envisioned that the major Catalogue review will be used only at the start of the Contract. |
| Mini Catalogue  Review | Twenty five (25%) or less of equipment lines in the Catalogue to be reviewed annually. |
| Single Product  Line Review | Equipment in the Catalogue to be reviewed as required reflecting development in the market and achieving best value. |

### Store / Warehouse Management

### The Provider shall secure, maintain and operate a warehouse for storing, recycling, cleaning equipment (including other equipment) and preparation of Minor Adaptation equipment. This shall be undertaken at no additional cost (except declared service charge) to the Authority and shall ensure the facilitation of all deliveries and all activities.

### The Provider shall conform to the Authority Infection Control Policy[[9]](#footnote-9) in respect of used/ contaminated equipment and its storage, decontamination etc. This equipment shall not come into contact with clean equipment at any time.

### Handling and processing of all equipment shall be dealt with in accordance with the Health and Safety at Work Act 1974, MHRA guidance and manufacturers’ recommendations.

### The Provider shall be responsible for storing, cleaning and maintaining in good order all equipment, including all other equipment. The Provider shall report any other equipment that is damaged, lost or destroyed in the warehouse and shall provide replacement other equipment on the basis of new for old at the Provider’s expense.

### Satellite Stores

### The Provider shall deliver and replenish stocks of items for Satellite Stores as requested by the responsible Authorised Prescriber for a named Satellite Store. Once delivered to the Satellite Store the ownership of the equipment shall remain with the Provider and will therefore be available for direct issue by Authorised Prescribers as needed, in accordance with the agreed protocol.

### The Authority shall nominate a ‘Satellite Store Operator’ who shall liaise regularly with the Provider and determine and agree stock levels and range, and delivery/collection timetables for the Satellite Store. This will also include the identification and agreement of a suitable storage area, allowing isolated space for soiled equipment (returned).

### The Provider will replenish stock using Green Stock, at an agreed discount rate to be applied, which shall be negotiated between the Provider and the Authority prior to Contract award, as the preferred option, however where this is not feasible (not in stock), this provision can be fulfilled with new stock to effectively maintain the agreed stock levels.

### Suitability of used stock (quantity, type etc.) for re-issue, as Green Stock, will be at the discretion of the Provider.

### All Satellite stock is owned by the Provider. The title remaining with the Provider at all times.

### Stock management and control of the Satellite Stores shall be provided through the Service IT System. The Authorised Prescriber will complete details of the Service User and equipment provided on the online system to facilitate stock management and tracking of equipment supplied to Service Users.

### Where returned equipment is left at the Satellite Store, the Provider shall collect the equipment.

### The Provider shall provide training to Key Personnel on the management and use of equipment in Satellite Stores before implementation and thereafter as required to ensure systems and procedures for dealing with the equipment are standardised.

## DELIVERY SERVICES

### Vehicles

### The Provider shall provide and maintain a fleet of suitable vehicles to facilitate the safe delivery, collection and transportation of equipment ensuring at all times that clean equipment is not mixed with soiled equipment.

### The Provider shall ensure that vehicles are designed and equipped to allow the proper and safe loading, transportation, and unloading of equipment. This shall include the facilitation of cleaning.

### In respect of any vehicles that the Provider uses to perform the Contract, the Provider shall, at its own cost, ensure that at all times those vehicles comply with the Authority’s Environmental / Sustainability Policy and Fuel Policy.

### Equipment Check

### Pre-Delivery:

### Prior to delivery the Provider shall check that the equipment is complete, safe, maintained, clean and adjusted (where required) and can be fitted/assembled upon delivery.

### Prior to delivery the Provider shall undertake a full test of the functionality and range of movement of the equipment, to ensure it meets the optimum capability levels. This check must be carried out for all equipment (including brand new equipment) regardless of whether they have required assembly/fitting and/or installing or not.

### On Delivery:

### All equipment shall be issued with a valid product manual/instruction leaflet. The Provider shall be responsible for obtaining these.

### The Provider shall issue equipment and safety check instructions and shall explain these to the recipient of the equipment upon delivery. This shall include instructions of any actions that need to be taken in the event of a power cut, and who to contact in the event of equipment failure/breakdown.

### On delivery the Provider shall undertake a full test of the functionality and range of movement of the equipment, to ensure it meets the optimum capability levels in final positioning. This check must be carried out for all equipment (including brand new equipment) regardless of whether they have required assembly/fitting and/or installing or not.

### This is purely to test the functionality of the equipment and the Service User must not, under any circumstances, have any involvement in this process.

### The Provider is required to obtain supporting evidence via the Service User/Representative’s signature on the agreed documentation to verify this has been met.

### Direct Deliveries – Delivery Priority and Timescale

### The Provider shall deliver the equipment as specified by the Authorised Prescriber, compliance with the agreed procedure. The Provider shall complete all Standard Stock Equipment (excludes Non-Standard Stock/Special Equipment) Orders in accordance with Schedule 1.

### If the Provider is unable to complete a Service delivery request within the timescale specified on the Order, the Provider shall:

### Immediately contact the relevant Authorised Prescriber/Delegate to inform them that the Order cannot be completed as required

### Propose any suitable alternatives, either permanent or temporary; and

### Act in accordance with any additional instructions from the Authorised Prescriber/or their delegate.

### The Provider shall be entirely responsible for any costs associated with temporary arrangements implemented under paragraph 21.2.2 above.

### Minor Adaptations (less than one thousand pounds (£1,000) only)

### Minor Adaptations, such as concrete steps are not subject to the same delivery methods as detailed above in paragraph 21.1. Therefore, delivery requirements for Minor Adaptations shall be met in accordance with Schedule 1.

### Direct Deliveries – Emergency Replacement

### If when attending a breakdown, or maintenance visit, the Provider deems that the equipment is unsafe to be used (not fit for purpose), the Provider is required to advise the Service User/Representative and the Authorised Prescriber (or equivalent) of this situation with immediate effect.

### The Provider and the Authorised Prescriber (or equivalent) will assess the case to identify a “like for like” replacement, where possible to facilitate replacement. Where this is not feasible, an alternative solution will need to be considered and the Authorised Prescriber (or equivalent) has the responsibility to instruct the Provider, in accordance to the agreed protocol, to effectively meet the care needs of the Service User to promote independence, safety and well-being.

### The Provider will be responsible for the safe removal of the faulty equipment, returning it to the Store for inspection/fault analysis, and provide a replacement via an urgent delivery for the equivalent/alternative equipment prescribed by the Authorised Prescriber (or equivalent).

### Direct Deliveries – Charging (Multiple Items)

### It is expected Applicants will offer two (2) delivery charging options:-

### Weighted or slot choice in accordance with complexity of delivery, installation and/or set-up. In this instance there is an expectation that the Applicant will offer a discounted rate for a single delivery activity where an order has multiple items;

### Average flat rate in accordance with the forecast information supplied within this Specification. In this instance, the Provider shall charge only for a single delivery activity where an order has multiple items.

### In circumstances where multiple items of Standard Stock Equipment are ordered, and the Order cannot be fulfilled due one or more of these items being out-of-stock at the time of request, the Provider shall only charge for a single delivery activity in accordance to the criteria set. See Schedule 1 Delivery Priority and Timescales and and above.

### Deliveries to Satellite Stores

### The Provider shall make arrangements for scheduled deliveries to Satellite stores. These deliveries shall take place upon receipt of a valid Requisition from the Authority (Satellite Store Operator/delegate). Delivery dates/times are to be agreed with the nominated Satellite Operator/Delegate to effectively meet supply and demand.

### Equipment delivered to the Satellite Store shall be assembled (unless otherwise requested by the nominated Satellite Store Operator/Delegate), and stored in the designated area in accordance to Health and Safety/decontamination requirements.

### Where the Provider’s schedules are affected by public holiday, the Satellite Store Operator/designate shall be given at least a minimum fourteen (14 days) notice of revised arrangements to ensure that equipment is available through the Satellite Store during the public holiday.

### Special Equipment Deliveries

### A Standard Direct Delivery Service shall apply (unless advised otherwise) from the date that the Provider receives the item(s).

### It is expected that where an Order contains more than one Special Equipment item the Authorised Prescriber will have identified whether each item should be delivered as soon as it is available or whether they can be delivered as a single delivery once all of the items are available.

### Where the requirements of 26.2 are not clear from the Order, the Provider shall contact the Authorised Prescriber upon receipt of the first item to ascertain whether a separate delivery is required for each item, or whether they can be the subject of a single delivery once all items are available.

### Existing or ‘used’ Special Equipment items held by the Provider are subject to the same delivery conditions as Standard stock equipment.

### Equipment Trials and Loans

### For some items the Authorised Prescriber shall complete the Order to state if the equipment is for trial, or for loan, and the period of each.

### Trials - equipment to be trialled shall be supplied at the expense of the Provider; the cost of delivery if required will be payable by the Authority. Trials shall not be for a period of longer than 10 working days.

### At the end of the trial period the Provider shall either:

### Collect the equipment for reuse, cleaning and servicing as appropriate; or

### If instructed by the Authorised Prescriber, leave the equipment with the Service User

### If the Authorised Prescriber instructs the Provider not to collect the equipment the ownership of the equipment will then pass to the Authority and the Provider shall invoice for accordingly.

### If a supplier loans equipment to trial and the trial is unsuccessful, the Authorised Prescriber should inform the Provider. The Provider should arrange collection with the Supplier. Where a trial is successful the Authorised Prescriber should inform the Provider who will arrange to label it, place on asset register, arrange purchase with the Supplier and invoice the Authority.

### Fixed Period Loans: Equipment may be loaned to Service Users for a temporary (but longer than the Trial period of ten (10) working days) fixed period. Loans are usually for a period of approximately ninety (90) days; the exact timescale will be detailed by the Authorised Prescriber in the Order. Please note, this provision is NOT available to residential/nursing care homes.

### The Provider shall ensure the Provider's own system is capable of prompting a reminder for the collection of fixed period loan equipment. Following the collection, the Provider shall confirm to the Authorised Officer and Authorised Prescriber that the collection has taken place.

### Consultation / Feasibility Joint Visit

### The Provider shall attend consultation/feasibility joint visits with Authorised Prescribers to provide advice and guidance with respect to the installation of equipment and undertaking minor adaptations.

### The Provider shall ensure that consultation/feasibility visits are attended by qualified, trained, competent Key Personnel able to carry out the equipment installation or minor adaptation as detailed by the Authorised Prescriber’s Order.

### The Provider shall cooperate and liaise with the relevant Authorised Prescribers to ensure that joint visits are organised and carried out within the timeframes required by the priority indicated on the order and the details confirmed by the Provider via email or other contact methods to the Authorised Prescribers.

### If unable to attend the scheduled visit at the agreed time, the Provider shall inform the relevant Authorised Prescriber at least three (3) hours prior to the scheduled visit stating the reasons for cancellation. The Provider shall also provide an explanation for Authorised Prescribers to record the reasons for cancelled visit.

### Where a Service User has a Personal Budget and/or Direct Payment the Provider shall provide quotes to the Authorised Prescribers for the cost of supply of any items of equipment on request, in order to facilitate the calculation of costs within the Service User’s budget.

### Delivery Paperwork – Signatures and Failure to Deliver

### For all deliveries, the Provider shall obtain a signature from the Service User receiving the equipment, or their Carer(s), as proof of delivery. If unable to obtain signature, the Provider shall record the delivery of the equipment, including the reasons why the Provider is unable to obtain the required signature, clearly printing the name of the Provider’s representative together with a signature and date.

### The Provider shall record if they did not, or were unable to undertake any element of the delivery and fitting process and shall inform the Authorised Prescriber before the Next working day. The information shall be logged on the Provider’s electronic records for that Service User, and posted on any order tracking system to indicate the nature of the problem. The issue shall also be highlighted on that day’s Service Failure Log and in the Provider’s monthly management information.

## FITTING AND INSTALLATION SERVICE

### Fitting and Installation

### The Provider shall supply and assemble / adjust (on or off site), or supply, adjust and fit the equipment or install Minor Adaptations as instructed on the Requisition; appropriately, safely in accordance with the manufacturer’s instructions, industry standards, and safe working practices, so that it can be used immediately and effectively by the Service User. If equipment is not for immediate use, the Provider is required to ensure the Service User is asked to sign a receipt which states “not to use equipment until further notice”. The Service User shall also be informed verbally by the Provider.

### At the time of installation the Provider shall not be required to test equipment with the Service User, but the Service User or their Carer shall be:

### Shown how it has been fitted, how to remove it safely and the functionalities;

### Provided with written instruction and advice on how to clean and check the equipment and batteries (if applicable), the arrangements for collection of the equipment, and emergency contact details; and

### Told any modifications, or adaptations to the equipment could compromise safe use/operation of the equipment and invalidate the manufacturer’s warranty, thus affecting the Service User’s legal liability and safety.

### The Provider shall remove all waste material associated with the equipment and/or Minor Adaptation from the Service User’s home.

### The Provider shall make good any damage to the Service User’s home or property caused during equipment delivery, fitting, installation, removal or collection.

### The equipment delivered to Satellite Stores shall also be accompanied with information leaflets and instructions for the Service User which covers fitting, cleaning, safe use and collection details.

### Where the Provider or Sub-Contractor needs to secure equipment to the fabric of premises it should be undertaken by competent, trained personnel. Training records should be available for inspection when requested by the Authorised Officer (the Authority).

### The Provider shall ensure that the assessment of the site, the suitability of existing construction, as well as all subsequent work carried out is in accordance with legal and regulatory requirements and items are fitted safely and securely.

### Pre-fitting inspection (i.e. Risk Assessment) by the Provider shall include documented confirmation that checks have been carried out to ensure that the area to be worked on is free of any hidden obstructions in the form of utility supply infrastructure, such as electricity cabling, water or gas pipes.

### The Provider shall report to the Authorised Prescriber where equipment cannot be installed as ordered due to structural problems

### The Provider and their Sub-Contractor or agents should have all necessary insurance coverage e.g. Public Liability, Employers Liability etc.

### Additional Fitting and Installation Issues

### The Provider shall make information available in other languages and/or large print on request.

### If the equipment cannot be installed because of access difficulties, environmental obstacles, or other temporary reasons, the driver/technician shall leave the equipment in a safe place within the home if possible and suitably place a label on the equipment clearly stating: “DO NOT USE UNTIL ADVISED BY THE AUTHORISED PRESCRIBER” and the Provider shall immediately inform the Authorised Prescriber within one (1) working day.

### At no time shall Service Users or their Carer(s) assist with the physical installation of equipment.

### If the Provider assesses that the equipment cannot be installed as prescribed, the equipment shall be removed and the Provider shall immediately inform the Authorised Prescriber.

### Should the Provider have reason to believe that the recipient of the Service has not fully understood how to use/look after the equipment correctly, they shall write on the delivery note and label the item DO NOT USE UNTIL ADVISED BY THE AUTHORISED PRESCRIBER and immediately inform the Prescriber within 1 working day, who should take appropriate action to address/resolve the concern/issue.

### Equipment Adjustment

### The Provider shall set adjustments on equipment and install in a location as per the instructions from the Authorised Prescriber, which the Provider shall obtain prior to delivering the equipment.

### If the Provider believes that equipment’s incorrectly installed, or NOT safe, they shall notify the Authorised Prescriber immediately to make them aware of their concerns. The Provider shall document their concerns and actions, and all associated work shall cease until further instructions have been received.

## SERVICING, MAINTENANCE, EQUIPMENT BREAKDOWN AND ALERTS

### Re-Used Equipment

### The Provider shall carry out an assessment, at no cost to the Authority on all items of the equipment that are collected from Service Users and determine whether the item is serviceable to become re-used equipment and the specific activities that would be necessary to render the item fit for purpose.

### The Provider shall ensure the assessment required under paragraph 33.1, includes, as a minimum (depending on the type of equipment):

### Safety testing;

### Electrical Testing (e.g. Portable Appliance Testing);

### Load bearing testing (e.g. Lifting Operations and Lifting Equipment Testing);

### Insect testing

### Contaminant testing; and

### A cost analysis for any necessary repair or maintenance work.

### For those items the Provider has determined shall become Re-Used Equipment, the Provider shall complete all necessary cleaning, decontamination and other work before using the item in accordance with, but not limited to:

### Relevant legislation

### British, European and International standards;

### Local industry standards and codes of practice; and

### Good practice necessary to ensure the safe and continued use of the equipment

### The Authority infection control policy

### The Provider shall develop and maintain (for approval by the Authority / Authorised Officer) policies for scrapping, recycling and waste disposal with respect to the delivery of this Service.

### The Provider shall wherever possible use Re-Used Equipment to complete orders, including the replenishment of Satellite stores.

### Management of Maintenance Visits

### All equipment requiring maintenance/inspection/servicing shall be maintained, inspected and/or serviced in accordance with all legislation including, but not limited to, Lifting Operations Lifting Equipment Regulations 1998 [LOLER] and Portable Appliance Testing [PAT]. Inspections shall be undertaken as part of the re-used process or as part of a Pre- Planned Maintenance Programme, whichever occurs sooner.

### The Provider shall contact the Service User giving at least seven (7) days notice to arrange a visit to service/maintain the equipment. All appointments shall then be confirmed in writing, with a follow up courtesy telephone call by the Provider to the Service User twenty-four (24) hours prior to confirm scheduled visit.

### If the Service User and/or their Carer(s) are unable to facilitate a visit before the time by which the equipment should be inspected, or serviced, then the Provider shall follow the procedures set out in the Provider’s Operations Manual which has to be agreed with the Authority.

### Equipment Maintenance Requirements

### The Provider shall maintain and/or service equipment under any current manufacturer’s recommendations, regulations or guidelines, or any subsequent revisions or additions.

### The Provider shall ensure that their Key Personnel have been trained by accredited trainers to undertake maintenance activities including, where available, training provided by manufacturers on their products. The Provider shall incorporate this into training programmes and records.

### All equipment requiring maintenance that was issued prior to the commencement of the Contract subsequently notified to the Provider, shall be included in the Provider’s Pre-Planned Maintenance Programme.

### The Provider shall produce and complete servicing/inspection certificates for equipment covered under their Pre-Planned Maintenance Programme. All certificates shall be kept as part of the equipment record and shall contain the certificate number, serial number(s) of the equipment, identifiable Asset number, date of manufacture, date of service/inspection, summary of work undertaken and/or a checklist, signature of technician carrying out work and the date that it was completed.

### All equipment issued under the Contract shall be delivered by the Provider in a clean, safe and serviceable condition.

### All equipment issued shall be provided with a label clearly and securely attached to the equipment. The label shall be durable, fit for purpose, however not impede the operation of the equipment, and will carry the following information:

### The date of the most recent service or inspection

### The date of the next service/inspection due;

### The current certificate reference number; and

### Property ownership and return contact details.

### All maintenance and servicing records shall be kept up to date on the Providers Warehouse Management System.

### The Operating Manual details the procedures that shall be followed when an item requires spare parts or corrective repair work. These procedures set out who needs to be consulted before repair work can be authorised. The Provider shall follow the procedures detailed in the Operating Manual, and any work undertaken without following the procedures shall be at the Provider’s own cost.

### Maintenance, Spare Parts and Compatibility

### Replacement parts shall be equivalent to those specified by the manufacturer.

### Alternative specification parts may be used if they are demonstrated by the Provider to be of equivalence and take into account all risks to Service Users.

### Details of all spare parts supplied and fitted, shall be fully documented on the individual asset inventory record.

### Equipment Breakdowns

### The Provider shall attend breakdowns to either repair, or replace faulty equipment whether during working hours or the emergency out-of-hours service in accordance to the agreed procedure (sections and ).

### During working hours, requests to attend breakdowns shall be made using the normal ordering system. If someone (other than the Authorised Prescriber), contacts the Provider with a request to attend an equipment breakdown, the Provider shall inform the Authorised Prescriber to confirm the request and obtain an Order with details.

### Outside normal working hours the Provider shall attend breakdowns on the instruction of the Authorised Prescriber or Authorised Officer, a Service User and/or their Carer. This shall be carried out in accordance with guidance given in Rapid Response Service and the Provider shall follow up the breakdown call on the next working day to obtain a retrospective Order.

### Attending Breakdowns

### The Provider shall have a clear policy on managing and prioritising breakdowns in consultation with the Authority (Authorised Officer).

### Medical Device Alerts

### The Provider shall, in consultation with the Authorised Officer, act in accordance with all Medical Device Alerts (MDAs).

### The Provider shall immediately notify the relevant Authorised Officer upon receipt of an MDA of the following

### Any action the MDA requires the Provider to take;

### The timescales within which the Provider is required to comply with the MDA;

### A list of equipment affected by the MDA and each item’s specific location; and

### Recommendations for action that will result in compliance with the MDA

### At the request of the Authorised Prescriber or/and the Authorised Officer, the Provider shall contact the relevant Service User or their Carer and inform them of:

### The details of the MDA

### Any action required of them to reduce or eliminate particular risks; and

### Details of the action that will be taken by the Provider or the Authorised Prescriber to resolve the matter

### The Provider to list all relevant MDA alerts in the Equipment Catalogue which will be available on-line for Authorised Prescribers to view

## COLLECTION SERVICE

### Collection

### Direct Collections: direct collections are those made to Service Users or their Carers, usually but not exclusively from their home address. Collection requests received during any working day shall be completed at any point up to and including 17.00 on the fifth (5th) working day.

### Direct Collection (Standard): standard collection orders received during any working day shall be completed at any point up to and including seventeen hundred (17.00) hours on the fifth (5th) working day after order receipt.

### Collection Prioritisation: the Provider shall have procedures in place to ensure collections are prioritised in accordance to, but not exclusive to, in the event of death, sale of property, Care Home closure, demand trends, pareto of usage, equipment cost etc. The Provider and the Authority will agree the definitive collection priority protocol at the time of Contract award.

### Dated Collection: shall be completed on a specified date if possible, if this is not possible the Provider to contact the Authorised Prescriber / service user to arrange another date.

### Checking Collected Equipment

### Upon collection of equipment, the Provider shall undertake an inspection of the equipment to identify any obvious signs of damage, and shall record any damage on the Service Failure Log.

### The Provider shall ensure safe transportation of collected equipment, ensuring that soiled equipment does not contaminate clean equipment, which complies with the relevant statutory regulations and/or legislative obligations.

### Charging

### The Provider is expected to charge a discounted rate against the delivery cost for collection activity, irrespective of whether the equipment was delivered prior to commencement of Contract (pre-contract), or not.

## CLEANING SERVICE

### Cleaning and Decontamination

### The Provider shall decontaminate and clean used equipment to ensure that it is fit for re-use by another Service User.

### The Provider shall clean items of equipment within five (5) working days from collection date.

### The Provider shall document all cleaning and decontamination procedures in their Management System and shall retain all records for inspection by The Authorised Officer.

## REFURBISHMENT AND SCRAPPING

### Decision making for refurbishing and scrapping equipment

### The Provider shall apply the agreed Operation Manual when deciding to re-use or scrap any item of equipment.

### The Provider shall agree a write-off/scrapping procedure with the Authorised Officer.

### Where applicable, the Provider shall refurbish all standard stock and other equipment in accordance to the manufacturer’s instructions if appropriate.

### The Provider shall provide the Authorised Officer with a calendar monthly report on scrapped equipment and those awaiting a decision on scrapping.

### The Provider shall ensure that any equipment awaiting evaluation for scrapping or refurbishment shall be stored in good order in a separate secure area.

### Where equipment collected from or returned by Service Users is unsuitable for re-use then the Provider shall safely dispose of the same and shall ensure that this data is reflected in the subsequent management reports.

### Equipment above one hundred pounds (£100.00) in value shall not be written off/scrapped by the Provider without the written authorisation of the Authorised Officer.

### Equipment Refurbishment (Standard Stock): The Provider shall refurbish equipment to be re-used in accordance with the Provider’s policies and procedures and in compliance of the relevant legislative and industry standards.

### Equipment Refurbishment (Non Standard / Special Equipment): The Provider shall assess the detail and costs of any proposed refurbishment required to the other equipment and shall provide this information on the list of available Non-Standard / Special Equipment Stock. Refurbishment shall not be undertaken until the Provider receives an authorised requisition to undertake that work.

## AUTHORITY SERVICES

### Service Hours

### Hours of Service – The Provider shall provide a fully operational Service during Monday to Friday, eight thirty (08.30) to seventeen hundred (17.00) hours. An Emergency Out of Hours Service shall be operated at all other times, during which the Provider shall deliver a limited Service as agreed between the Provider and the Authority. The timetable of the hours of Service is encapsulated in the table below.

|  |  |  |
| --- | --- | --- |
| Day(s) | Times | Service |
| Monday to Friday | 08:30 – 17:00hrs | Full |
| Monday to Friday  (Working Days) | 8.30 – 21:00hrs | Rapid Response |
| Saturdays/Sundays and Public Holidays/Bank Holidays (England)  **in England** | 08:30 – 21:00hrs | Rapid Response |

### Rapid Response (Emergency Service)

### The Provider shall provide an emergency out-of-hours contact telephone number.

### In the event of a Major Incident a nominated person shall be available to open the relevant depot for immediate access to equipment (refer to Section C14 Business Continuity within the Terms and Conditions of Contract).

### The Emergency Out of Hours Service shall link seamlessly with the full Service in the following respect: If an Order is placed towards the end of normal working hours, and it is marked for Rapid Response Service, the Order shall operate in accordance to the Rapid Response Service procedure.

### Use of Emergency Out of Hours Service

### Other than as described in paragraph 32.2 above, the Rapid Response Service shall be strictly limited to emergency situations. The Provider shall act upon emergency requests from the Authorised Prescriber, Service Users and their Carer(s), strictly in accordance with the procedures set out in the Operations Manual.

### The Provider shall use discretion in assessing the validity and priority of Emergency requests from Service Users, or their Carer(s), and to react appropriately. Whenever in doubt about the validity of an emergency request, the Provider shall follow the procedures set out in the Operations Manual and the Provider shall notify the Authorised Officer of the occurrence during normal hours on the following working day.

### No charges will be accepted by the Authority where it is established that the Provider acted without reference to the Operations Manual or in accordance with the provisions listed above.

### Emergency Breakdowns / Failure

### The Service shall only be used where the failure or breakdown of a piece of equipment poses a serious and immediate risk to the Service User, with critical consequences for their medical condition, safety, or welfare if they are unable to use the equipment before the next working day. The Operations Manual shall fully define the criteria for using the Emergency Out of Hours Service.

### The Provider shall arrange either immediate repair, or immediate replacement following the processes set out in the Operations Manual.

### Emergency Out of Hours Supply

### The Service shall only be used where the lack of a piece of equipment poses a serious and immediate risk to a person, with critical consequences for their medical condition, safety, or welfare if they are unable to have use of the equipment before the next working day.

### Where access to a Satellite Store is not possible, or the equipment required is not available from the Satellite Store, the Provider shall undertake the emergency supply of equipment in accordance to the agreed procedure to access this service under these circumstances.

### The Provider shall follow the procedures set out in the Operations Manual for using the Emergency Out of Hours Service for supply of equipment.

### Communication

### The Provider shall communicate effectively with Service Users and their Carers and shall provide a good professional customer focused friendly service, whilst ensuring that the Services are delivered to the standards and timescales as set out in this Specification.

### In all instances where specific contact arrangements are identified, the Provider shall record and use details of alternative contact arrangements as specified.

### The Provider shall operate a Telephone Response Service (TRS) to provide an effective communication mechanism for customer enquiries, which facilitates, as a minimum, telephone, fax, email, post etc.

### The Provider shall be required to make telephone appointments, receive incoming enquiries from the Authority and convey information to the Authority.

### The Provider shall use translators and interpreters as required in order to communicate with Service Users and their Carers in their preferred language for the purpose of delivering the Service.

### At the request of Service Users, their Carers, or Authorised Prescriber, or Authorised Officer, the Provider shall translate written material developed by the Provider for the purposes of delivering the Service into one or more languages.

### The Provider shall use additional communication services as required to provide alternative means of communicating e.g. Minicom, short messaging service (SMS), email, etc.) with Service Users and their Carers in accordance with their individual needs.

### Communication of Service Provision

### The Provider shall contact the Service User using the most appropriate method of communication (which may include telephone, e-mail, letter or fax) for the circumstances, in relation to all service related activities, to ensure the Service User is informed at the earliest opportunity;

### The Provider shall notify the Authorised Prescriber as soon as they become aware that they are not able to fulfil a Service as requested. The Provider shall clearly explain why the Service cannot be provided as requested, and will agree with the Authorised Prescriber how and when the situation can be resolved. If the Service has already been scheduled then the Provider shall also notify the Service Users and/or their Carer directly, in line with 50.8.1. above.

### Where a delay or Service delivery failure does not become apparent until it is being attempted, the Provider shall immediately attempt to inform the Authorised Prescriber first, and then the Service User or their Carers. If it is not possible to contact the Authorised Prescriber immediately, the Provider shall inform the Authorised Prescriber or Authorised Prescriber’s Manager on the same working day as the Service failure, or escalate the matter, following the procedure set out in the Operations Manual.

### In all cases of Service failure, the Provider shall follow the procedures set out in the Operations Manual to communicate properly with all parties concerned, and to receive the required authorisation before proceeding with remedial action.

### Service Failure Log

### All Service failures shall be electronically logged by the Provider on a daily basis, in a Service Failure Log.

### The Provider shall review the Service Failure Log by four (4) pm each working day with a relevant Manager/Advisor, and shall make it available to the Authorised Officer as requested.

### The Service Failure Log shall include:

### Service User’s Name;

### Authorised Prescribers PIN, Name;

### Equipment not delivered / installed / collected – with reasons for this;

### Communications made or attempted with the date(s) and time and the information exchanged as a consequence, also confirming identity of the individual contacted and their contact details;

### Times and Dates of communications above; and

### Follow-up of actions/preventative strategies to minimise and manage any risks.

### Telephone Queue Management and Answering Service

### The Provider will put in place a telephone queue management and answering service that’s meets the requirements of this Specification and meets the responses within Schedule 1 Delivery Priority Timescales, ensuring:

### Sufficient capacity to allow multiple incoming calls;

### A back-up system in the event call volume exceeds capacity;

### The caller is aware of the estimated waiting time before their call is answered;

### The option to leave a voice mail message if the caller does not want to wait in the queue;

### Voice mail messages are regularly monitored, and messages are picked up, as a minimum within thirty minutes of being left. This shall apply to both normal working hours and out of hours service; and

### Accurate records are maintained in relation to who has checked the messages, when they were checked, what messages were taken and who actioned them. The format and content of the records shall be agreed between the Authorised Officer and the Provider

### Complaints and Escalation

### Complaints shall be dealt with in accordance with the complaints procedure, as set out in the Operations Manual and in accordance with paragraphs and below.

### Where any person affected by the Service is not satisfied, they are entitled to:

### Escalate the matter up through the Provider’s management structure until they receive a satisfactory response and/or solution;

### Register an informal complaint with the Provider;

### Register a formal written complaint with the Authority, which will then be passed to the Provider for action in accordance to their internal policies and procedures; and

### Access the statutory complaints procedure of the Authority in accordance to their internal policies and procedures.

### Complaints received directly by Key Personnel such as delivery drivers and technicians shall be reported immediately to the appropriate manager, in line with the Provider’s complaints procedure.

### Complaints received directly by the Authorised Officer shall be referred immediately to the Provider for action, in accordance to their internal procedures, however in exceptional circumstances, may also be investigated (or otherwise dealt with) separately by the Authorised Officer in line with The Authorities internal policies and procedures.

### The Provider shall establish, maintain and update an Escalation List that details the structure of Key Personnel and Managers responsible for dealing with enquiries and complaints, an outline of the level at which they shall be engaged in the process and timescales for response. The Escalation List shall also include contact telephone numbers and e-mail addresses.

### The Escalation List shall be incorporated into the Agreed Equipment Catalogue and shall also be made available on the websites of the Authority and the Provider.

### The Provider shall update and provide a revised detailed contact list whenever Key Personnel or Managers roles change.

### The Provider shall maintain a record of escalations and at what level they were resolved, and shall make the record available to the Authorised Officer at any time.

## QUALITY ASSURANCE AND IMPROVEMENT

### Quality Assurance System / Community Equipment Code of Practice Scheme

### The Provider shall implement and agree with the Authorised Officer an internal Quality Assurance System which includes processes for standard setting, monitoring and management systems, and internal and external audit. The Provider shall:

### Establish procedures and standards which, in accordance with this Specification, dictate the performance of the Service;

### Monitor every aspect of the Service and identify quality issues as they arise; and

### Identify and implement solutions/preventative strategies to problems related to quality issues.

### The Provider shall periodically audit and review all or parts of the Service for compliance by external, or internal audit. The Provider shall meet any associated audit cost.

### The Provider’s Quality Assurance System shall, as a minimum, perform the following:

### Record and ensure availability of sufficient stocks of equipment at all times to meet the requirements of the Contract, including the range of equipment detailed on the stock list and in accordance to the agreed minimum stock levels;

### Record and ensure that all equipment issued and purchased is safe, fit for purpose, clean, serviceable and without functional defect.

### The Provider shall check that equipment supplied meets all legal and regulatory standards applicable to equipment of this nature including, but not exclusively, any required CE Marking and MHRA requirements and shall advise The Authorised Officer prior to the purchase of any equipment if the equipment identified does not meet the relevant requirements.

### Community Equipment Code of Practice Scheme

### The Community Equipment Code of Practice Scheme[[10]](#footnote-10) (CECOPS) is a social enterprise (Community Interest Company) and has been developed to act as the responsible body for managing registration, training and accreditation of users of the Code of Practice (the Code).

### The Code sets out existing statutory duties and obligations which commissioning and providing bodies are expected to work to. Compliance with the Code therefore gives effective guidance in the fulfillment of those statutory duties.

### It is a requirement of this Contract that the Provider is registered with CECOPS by the Service commencement date, in order to apply the Code of Practice and self-monitor compliance.

### In order to provide independent verification of the quality of provision it is a requirement of this Contract that the Provider achieves accreditation against the Code, within twelve (12) months of the Contract start date and maintains accreditation through the life of the Contract.

### Service Improvement

### The Provider shall aim towards continued Service improvements and developments in order to achieve better use of resources and provide a more efficient, sensitive and Service User focused Service.

### The Provider shall work with the Authorised Officer to develop quality management systems for continuous Service improvement including Service User’s experience, response times, cost effectiveness, risk management and work force development.

### The Provider shall bring to the attention of the Authorised Officer any new and better equipment available in the market or other improvements which shall benefit efficient delivery of the Service.

### The Provider shall meet periodically with officers of the Authority and groups set up to support the Service development/performance management to report on the Service and to plan future developments based on performance monitoring information, the introduction of new national requirements enforced by the National Institute for Health and Care Excellence[[11]](#footnote-11) (NICE) etc.

### Audits

### In addition to any statutory or other financial or performance audits undertaken by the Authorised Officer, the Provider shall, under their own Quality Management Systems, carry out regular audits on all aspects of the Service.

### Customer Satisfaction Surveys

### The Provider shall demonstrate their commitment to Authority care by conducting regular Customer Satisfaction surveys (at least six monthly). These shall be undertaken after prior discussion with, and agreement from the Authorised Officer, on the form and content of the survey and the Provider shall provide and report back on the results of the survey to the Authorised Officer within 30 Days of the completion of each survey.

### For the purpose of monitoring the Provider’s performance, the Authorised Officer may conduct surveys, questionnaires or sampling of Service Users and/or Carers without prior notification to the Provider.

### Where random inspections of the Provider's performance are carried out, the Authorised Officer may require a representative of the Provider to be present. In these cases, the Authorised Officer will inform the Provider of this requirement at the beginning of the working day on which the survey is to be carried out. The Provider may not be given prior notice of where any surveys are to be carried out.

### The Provider shall work with the Authorised Officer to improve methods of working where problems are identified. The Provider shall comply immediately with any reasonable instruction given to the Provider by the Authorised Officer concerning the implementation of improved quality management methods.

### If in the reasonable opinion of the Authorised Officer any work has not been carried out, or has not been carried out in accordance with the approved methods of working or to the required standard, the Authorised Officer may issue a Default Notice to the Provider in accordance with the Default Procedure detailed in the Contract.

### The Authorised Officer shall undertake a review of all complaints received from Service Users and/or their Carers in connection with the Service and, if the review establishes that work has not been carried out, or has not been carried out to the required standards, the Authorised Officer may invoke the Default Procedure. This information will be acquired in accordance with .

### Feedback received by the Provider from Service Users and Authorised Prescribers shall be recorded and forwarded to the Authorised Officer as required.

## INFORMATION SYSTEM

### Overview

### The Provider’s most up-to-date systems and processes shall be implemented throughout the Contract Period to enable greater efficiency, traceability and transparency of the Service. Wherever possible, electronic systems shall be used to seamlessly pass information between the Provider, Authorised Prescriber and the Authorised Officer. The Authority considers all parts of the Service provision, including efficient IT system crucial to the success of the Service. As such the Provider shall ensure that all parts of the Provider’s information system meet the requirements of this Specification.

### The Provider shall operate an “Open-Book” principle, allowing the Authorised Officer full and timely access to all information which is directly related to the Service.

### Ordering Process

### The Authority shall agree with the Provider and implement internal processes for placing an Order with the Provider. All Orders placed shall be the responsibility of the Authority and shall be a direct arrangement between the Provider and the Authority.

### Secure Authorisation of Orders

### The Authority and the Provider shall agree an appropriate mechanism to ensure that Orders are placed only by staff Authorised to do so, for example through use of a unique Personal Identification Number (PIN) or secure login.

### This system should have the facility for Authorised Prescribers to have different authorisation levels.

### The Authority will be responsible for maintaining an up to date list of Authorised Prescribers, which will be issued to the Provider on the commencement of the Contract. The Authority will provide an updated list to the Provider within five working days of any amendment being made to the list.

### The Provider shall ensure that the PIN or secure login is verified against the current Authorised Prescriber list and is tracked across the lifecycle of the Order. The Authority will not accept any charges against any Orders which fall outside this requirement.

### Placing Orders

### The Provider and Authorised Officer shall agree the technical details for placing and accepting Orders.

### They shall also agree the format, timing and content of management information arising from purchasing activities.

### Web based ordering: The Provider shall provide a web-based ordering system. Access to the system shall be restricted by username and password, which shall only be issued to Authorised Prescribers on the current Authorised Prescribers list. The Provider shall be required to facilitate the set-up of user accounts.

### The Provider’s systems shall be able to accommodate orders of multiple items on the same Order.

### Order Tracking

### The Provider shall provide a facility for Authorised Prescribers to track the progress of all Orders.

### The Order tracking facility shall inform the enquirer when each of the following stages has been passed:

### Order has been received;

### Equipment items have been assigned to Order;

### Delivery has been scheduled (estimated delivery date and time shall be given);

### Delivery has been attempted but failed (with date that it was attempted and reason for failure);

### Failure of delivery and date that next delivery is scheduled for;

### Delivery successfully completed (with full name of the Key Personnel and date that it was completed)

### The Authorised Prescriber shall have access to the full Order history at all times.

### In addition the Individual Item Tracking for Non-Stock Equipment (Non-Standard/Special), will be provided as follows:

### The Provider shall track the movement of individual Special Equipment (non-stock items) through the various stages of the supply chain. Systems and processes shall be in place to enable the Provider and the Authority to know whether each item of equipment is:

### Warehouse and ready for order and delivery;

### Allocated to a delivery, but still in warehouse;

### In the process of being delivered;

### In use: at an address in the community (specific address shall be recorded);

### Collected and awaiting inspection;

### Inspected but awaiting disposal;

### Inspected and awaiting cleaning/refurbishment; and

### In the process of cleaning/refurbishment.

### Equipment which was issued prior to the Commencement Date shall also be uniquely identified from the point when it is collected again for re-use or disposal.

### Where items of equipment are assembled in sections, each of the sections shall have a unique reference and shall be tracked separately.

### The Provider shall produce on demand a record of the history and details of an item of Special Equipment.

### Invoicing and Payments

### Unless otherwise agreed by the Authority and the Provider invoicing and payment will be as stated in the Contract.

### Invoices shall be issued electronically from the Provider’s secure system, and shall include a fully itemised breakdown of goods and services received against each Order.

### Equipment Warranty

### The Provider shall supply manufacturers/approved instructions with all equipment upon every issue of that piece of equipment.

### All equipment supplied shall have a minimum of twelve (12) months warranty from the date of purchase by the Provider. This warranty shall cover, at no cost to the Authority, any repairs, parts or replacement equipment to be provided as a consequence of the equipment becoming faulty or not fit for purpose where that equipment has not been misused or neglected by the Service User of that equipment.

### Information on the equipment including the warranty start and expiry dates, with any other history related to the equipment shall be recorded on the Provider’s system.

### Liaison and Management Information

### The Provider shall by the Commencement Date notify the Authorised Officer in writing, of the names, addresses and telephone numbers (both office and mobile where applicable) and electronic address of the Contract Manager assigned to the Contract and any assistant or deputy Contract Managers who will assist and deputise for them. The Provider shall also immediately notify the Authorised Officer of any changes to the above.

### The Contract Manager or the assistants/deputies shall engage in liaison meetings with the Authorised Officer and attend Contract performance meetings as required and specified by the Authorised Officer.

### The Provider shall provide an organisational chart to the Authorised Officer at the Commencement Date and thereafter following any changes to the content of the chart shall be provided within five (5) working days of any change being made.

### The Provider’s local administrative office shall be manned at all times between 08:30 and 17:00 hours, Monday to Friday (except public holidays) by Key Personnel authorised to receive instructions from the Authorised Prescribers or/and the Authorised Officer.

### The Provider shall also provide suitable telephone, fax and electronic facilities for use on this Contract and shall ensure that it is able to receive telephone, fax messages and/or electronic mail from the Authorised Officer and/or Authorised Prescribers.

### Management Data and Reports

### Data

### The Provider shall keep separate all data and reports relating to transactions via the Service, those made with third party local partners and those made with individuals.

### The Authorised Officer may, however, require the Provider to provide summary information on activity outside of the local area where that information supports analysis of equipment provision at the local level as a whole and does not infringe any commercial or other confidentiality such as that covered by the Data Protection Act 1998[[12]](#footnote-12).

### The Provider shall not release or make available any data or reports pertaining to the Authority to anyone other than those authorised to receive it by the Authorised Officer and if the Provider receives any such requests they should refer them to the Authorised Officer who will make a judgment and take any actions required under the Freedom of Information Act 2000[[13]](#footnote-13) or any other legislation, policy or guidance that they deem appropriate.

### Reports

### The Provider shall make reports available at the agreed times and in the agreed formats (refer to Schedule 1 to this Specification). The Provider shall make the reports securely available electronically and/or on their website to such persons as the Authorised Officer shall authorise and in pursuance of this the Provider shall make arrangements for secure access for those people.

### The Authorised Officer may, at any time, request revisions and/or additions to these reports. The Provider shall also advise the Authorised Officer of any potential enhancements that the Provider may be able to offer. Any revisions and/or changes agreed between the Provider and the Authorised Officer shall be promptly enacted by the Provider.

### The Authorised Officer may require the Provider to present reports to or at meetings or to groups such as the Contract Performance Monitoring Group. The Provider shall offer such objective interpretation, analysis and advice as they are able to, to support the Authorised Officer in understanding the nature, detail and implications of any such reports and to enable the Authorised Officer and those receiving the report to make decisions about the Service based on the information and advice presented.

### All reports transferred from the Provider to the Authorised Officer shall be encrypted and protocols established to allow access only by specific authorised persons.

### Monthly Performance Summary

### The Provider shall provide a range of verified monthly summary reports covering but not restricted to, the following areas:

A breakdown of expenditure against Service activity;

A summary of collection, refurbishment and scrapped equipment;

A summary of non-stock equipment purchased and Non-Standard/Special Equipment in stock;

An analysis of the numbers and types of complaints and compliments received;

Performance on resolution of complaints and the identification and implementation of any actions arising from those;

An overview of any systems issues, downtime or other resource problems that have, or may affect, performance, including any planned resolutions or relevant changes; and

A summary of progress on the Pre-Planned Maintenance Programme including analysis of the amount of scheduled maintenance outstanding and how much is overdue.

### The Provider’s summary report shall be generated and passed and/or made available to the Authorised Officer for access at any time. The report shall be available as an e-mail attachment and/or available as a download from the Provider’s web facilities unless technical problems prevent that and it becomes necessary to securely send a hard copy.

### In addition, the Provider shall provide a summary performance report that includes, but is not limited to the following:

On-going (Tracking access);

Order Status Indicator of Orders received, scheduled and completed by Order reference;

Equipment Usage Analysis – Summary of units of equipment issued, returned, recycled or scrapped by individual contract item and indicating costs;

Failed Services (daily cumulative) – Coded analysis of all Services not delivered within defined timescales and/or as scheduled or programmed;

Committed Expenditure/Credits– Orders received but not yet executed by value; (if applicable)

Special Equipment (non-Standard Stock items)- record of Order progress log, including Order date, item description, Authorised Prescriber details, company details, indicative delivery times and any relevant communications with dates and the details of the individual(s) contacted;

Invoice - summary breakdown of charges by activity; and

Maintenance & Servicing – Detail of completed, scheduled, outstanding and overdue maintenance, plus any held in abeyance due to no contact available to arrange.

### Information relevant to Key Performance Indicators (KPI) by exception and by inclusion recording decision date; Order placed date; Order complete date and indicating in-target and out-target per product delivered with performance against the Provider’s delivery (i.e. Order placed VS delivery and decision date VS delivery date).

### Quarterly Performance Report

### The Provider shall produce a quarterly performance report containing, but not exclusive to:

Transaction Reports – details of all the activities carried out by each individual Authorised Prescriber, Authorised Officer and other authorised individual PIN/secure login holders – broken down by Service Area and Teams.

Client History (As required) – full history of all equipment and services provided to individual Service Users; and

Complaints/Compliments – Complaints/compliments recorded via complaints procedure by coded type, numbers received, numbers dealt with, numbers in progress, numbers overdue, and a summary of actions taken and the implementation of any preventative strategies.

### The Provider shall also provide any other form of management information and/or records that the Authorised Officer may reasonably require in order to ensure that the Contract is being adhered to. This information shall be provided on a daily, weekly, or monthly basis or at any other frequency required by the Authorised Officer.

### Summary Information Requirements (Schedule 2), Summary of Activity Report Requirements (Schedule 3) and Performance Management Reports (Schedule 4) are appendices to this Specification for requirement details and compliance by the Provider.

## SERVICE DEVELOPMENT AND ADDED VALUE

### New Developments

### The Provider shall work with the Authority on any new developments that may come into place during the Contract Period.

### Main development areas are likely to include, but not exclusive to:

### Wheelchair Services;

### Assistive technology: telecare and telehealth;

### Rental/loaned equipment to care homes;

### Continence products and continence related services;

### Bariatric equipment;

### Special equipment; and

### Postal deliveries.

### In accordance with the Service Model applied the Provider or Authority will retain the existing bariatric equipment, if deemed as economically viable for repair or re-issue. Any new bariatric equipment provision is not included in this Specification.

### Instances where the safe working weight limit is not sufficient for the individual (maximum weight not substantial to meet the need) a specialist assessment would be required and the appropriate equipment shall be purchased subject to 66.5 below.

### The Authority shall ensure a procedure is in place to refer any equipment that exceeds the specification requirements,a weight limit of thirty (30) stone or above, and/or has a purchase value of three thousand pounds (£3,000) or above per item must be Authorised by the Authority and agreement made on how this will be commissioned.

### The Provider’s Information Technology shall support the Retail Model through a Web Portal. The Authority will determine the level of support required from the system. However, the Provider’s system shall be able to manage and provide management information including, but not limited to, recording client details, equipment details and method of delivery and linking the system with approved retailers and payment system.

### The Retail Model requirements will be further reviewed and developed by the Authority. The Provider shall be aware that the information technology and performance management system detailed in this Specification will equally be applicable to the Retail Model Web-Portal System which shall be provided pursuant to this Contract.

### The Authority may consider an agreed rebate to the Provider, as an incentive to develop and evidence, with supportive statistical/written information, service cost efficiencies for the Services defined within this Specification and/or potential inclusion of future business development opportunities.

### The Applicant will be expected to suggest as part of their response to the Method Statements in Volume Three (3) Award any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

## TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (TUPE)

### The Authority highlights that The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply to this Contract.

### Should TUPE apply to this Contract:

### The successful Applicant should be mindful of the uncertainty of the situation for the staff team(s) of the outgoing Provider(s) and that any anxiety from staff can be transferred to the people who are in the Service.

### Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the successful Applicant is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position.

### The successful Applicant should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.

### The successful Applicant will be required to work with the outgoing Provider(s) to prepare and agree a communication plan for consultation with affected staff. This Communication Plan will form part of the overall Service Implementation Plan and will be monitored by the Service Commissioners.

1. *SCIE* *Website:* [*http://www.dh.gov.uk/en/SocialCare/Deliveringsocialcare/DH\_121415*](http://www.dh.gov.uk/en/SocialCare/Deliveringsocialcare/DH_121415) [↑](#footnote-ref-1)
2. *Torbay Council Safeguarding Adult Policies:* [*http://www.torbaycaretrust.nhs.uk/ourservices/SafeguardingAdults/Pages/Default.aspx*](http://www.torbaycaretrust.nhs.uk/ourservices/SafeguardingAdults/Pages/Default.aspx)

   *Torbay Council Safeguarding Children Policies:* [*http://www.online-procedures.co.uk/swcpp/*](http://www.online-procedures.co.uk/swcpp/)

   *The Child’s Journey Document: http://www.torbay.gov.uk/index/yourservices/fis/supportandadvice/tscb-holding-2011/tscb/workersvolunteers/childsjourney.htm* [↑](#footnote-ref-2)
3. *Health and Safety at Work Act 1974:* [*http://www.hse.gov.uk/legislation/hswa.htm*](http://www.hse.gov.uk/legislation/hswa.htm) [↑](#footnote-ref-3)
4. *Manual Handling Regulations: http://www.hse.gov.uk/msd/pushpull/regulations.htm* [↑](#footnote-ref-4)
5. *Decontamination Guidelines: http://www.torbaycaretrust.nhs.uk/publications/TSDHC/Decontamination%20Guidelines.pdf*

   *Decontamination of Reusable Medical Devices:* *http://www.torbaycaretrust.nhs.uk/publications/TSDHC/Decontamination%20of%20Reuseable%20Medical%20Devices.pdf* [↑](#footnote-ref-5)
6. *MHRA: http://www.mhra.gov.uk/* [↑](#footnote-ref-6)
7. *LOLER:* [*http://www.hse.gov.uk/work-equipment-machinery/loler.htm*](http://www.hse.gov.uk/work-equipment-machinery/loler.htm) [↑](#footnote-ref-7)
8. *PAT: http://www.hse.gov.uk/electricity/index.htm* [↑](#footnote-ref-8)
9. *Infection Control Policy:* [*http://www.torbaycaretrust.nhs.uk/publications/tsdhc/infection%20control%20-%20operational%20policy.pdf*](http://www.torbaycaretrust.nhs.uk/publications/tsdhc/infection%20control%20-%20operational%20policy.pdf) [↑](#footnote-ref-9)
10. *CECOPS:* [*http://www.cecops.org.uk/*](http://www.cecops.org.uk/) [↑](#footnote-ref-10)
11. *NICE:* *http://www.nice.org.uk/* [↑](#footnote-ref-11)
12. *Data Protection Act 1998:* [*http://www.legislation.gov.uk/ukpga/1998/29/contents*](http://www.legislation.gov.uk/ukpga/1998/29/contents) [↑](#footnote-ref-12)
13. *Freedom of Information Act 2000:* [*http://www.legislation.gov.uk/ukpga/2000/36/contents*](http://www.legislation.gov.uk/ukpga/2000/36/contents) [↑](#footnote-ref-13)