

STORE SERVICE SPECIFICATION

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Introduction

This document (the 'Service Level Agreement') will define the requirements of X Council, (hereinafter referred to as the 'Lead Partner') on behalf of NHS X Board, X Council, and X Council (hereinafter referred to as 'the Partners'), for a Joint Equipment Store (the 'Joint Store'), provided within the context of *named Store service*, the *X Store service*.

- It will define these requirements in relation to legislation, procurement/funding, storage, stock control, distribution, returns, cleaning, refurbishment, protection from cross infection and maintenance, health & safety and IT developments.
- This document will also define how individuals, who have been assessed as in need of equipment for independent living, will receive that service and the timescales within which they will receive it.
- The information in the Service Level Agreement will form the basis for the service provision between X Council dept (hereinafter referred to as the 'Service Provider') and the 'Lead Partner', on behalf of all member Partners.

The Service Level Agreement will play a crucial role in the ongoing monitoring of the service.

Duration of Service Level Agreement

The period of the Service Level Agreement will commence from the date of original signature. The Service Level Agreement will be reviewed every three years, or as required by the Partners, in line with relevant service developments.

Section 1 – Service Profile

1.1 Define Service Users

The X STORE Joint Equipment Store will provide a service to individuals ('Service Users') who require support to maintain independent lifestyles in the community.

1.2 Define Prescribers

Staff belonging to the Partner organisations, who use the X STORE IT system to access equipment for Service Users, are hereinafter referred to as 'Prescribers'.

1.3 Areas of Operation

Services offered from the Joint Equipment Store are specified below:

- Delivery of a variety of independent living equipment to Service Users.
- Uplift of equipment.
- Assembly and installation of equipment to Service Users at home as instructed by the Prescribers.
- Maintenance and repair of existing equipment (PAT + LOLER).
- Maintaining stock levels.
- Technical advice to Prescribers.
- Operational advice on specific equipment.
- Production of monitoring information to Partners.
- Recycling and cleaning of returned goods to agreed Health and Safety standards, as specified within the X STORE Recycling Procedures.
- Communication with Partners, re availability of stock.
- Log deliveries.
- Training facility for demonstration etc.(reference section 3.8)
- All written communication (leaflets etc) should advise Prescribers and Service Users that the information can be provided in a range of other languages and formats.
- Development and maintenance of the X STORE IT system

- Development and provision of a range of IT Training to meet identified needs

1.3 The Service Provider will not:

- Assess need.
- Demonstrate equipment other than provide information about its operational and technical details
- Prioritise requests.

1.5 Meeting the needs of disabled people

The Joint Store will:

- Provide barrier free access to a demonstration/display facility which can be accessed by Prescribers and Service Users.
- Operate a counter service and reception service
- Make available visitor car parking with some bays marked for disabled users.
- Be equipped with appropriate communication technology including telephones, fax machines, e-mail, and minicom access to meet all required needs.

Section 2 – Service Objectives, Standards and Monitoring

2.1 Service Objectives

The Service Provider will seek to provide a high quality service. The Joint Equipment Store will be a crucial front line service for the promotion of independent living. This will be achieved through the following key objectives:-

- i)** A single simplified pathway for service delivery from the Service Provider to the Service User;
- ii)** Effective use of resources through the functions of the Joint Store
- iii)** Adherence to legislative, policy and standards in relation to refurbishment and recycling of equipment;
- iv)** Effective use of the IT system to record the activity and volume within the Joint Store, operating effective monitoring of the management and activity of the Joint Store with the stakeholders involved;
- v)** To ensure best value in the provision of services.

This Service Level Agreement will be monitored in line with 2.3 below.

2.2 Service Standards

The Service Provider will ensure the following key themes in relation to standards are met. Targets and Performance indicators in relation to these standards are specified in the Performance Framework document attached in Appendix 3:-

- Simplified systems and procedures;
- Health & Safety requirements are met for the provision of the Service as a whole, including specific arrangements for relevant equipment.
- Simplified and quicker access to the equipment Service, to facilitate efficient hospital discharges, prevent hospital admission, or unnecessary reception into social care.
- Improved management information;
- Agreed timescales for service delivery;
- Provision of accurate information in relation to recycling and equipment disposal.

2.3 Monitoring Arrangements

The Service Provider will monitor and report upon the frequency and use by Partners, of the Service, within the agreed financial framework as detailed in Section 4. This will form part of the information distributed by the Joint Store Service Manager, on a four weekly basis, on behalf of the Lead Partner, to designated Partner leads.

2.3.1 Definition of Records to be held:

- The Service Provider shall maintain records for the wider Service, showing:
 - the specific equipment issued,
 - make/model/ reference number
 - quantity held as stock
 - numbers bought
 - name(s) of Service Users to whom equipment has been issued
 - date(s) of issue of asseted equipment
 - date(s) of return of asseted equipment
 - equipment maintenance records
 - numbers written off
 - date(s) of write off for asseted equipment only
 - recording where Hazard/Recall Notice's apply.

The Lead Partner shall have the right to examine the records, as and when required.

2.3.2 Reports

- The Service Provider will produce four-weekly monitoring reports to the Lead Partner. This information will be available via the website to authorised personnel; however reports should be forwarded to the Lead Partner as described above. Reports will include the information listed below (not exhaustive) and will be reviewed and updated as required:-
 - Number and value of deliveries / uplift across Service areas
 - Number and value of installations (OT Technicians)
 - Number and value of items recycled as % across Service areas
 - Number and value of items condemned as % across Service areas
 - Service spend per service areas
 - Budget available per service area
 - System user Feedback
- The Service Provider will produce an annual report (in line with budget setting processes) to the Lead Partner outlining the following:-
 - Ability to meet service objectives

- Ability to meet service standards
 - Gaps in service provision
 - Proposed service developments
- The Service Provider will also produce information which will assist the reporting of the Performance framework for X STORE

2.3.3 Retrieval and Re-use Initiatives

- The Service Provider is responsible for ensuring that information held on the X STORE IT system, is accurate and up to date. (Prescribers are responsible for ensuring that any changes in circumstances e.g. deceased, are notified and updated on X STORE records).
- The Service Provider shall work with the Partners (via the ODG) to identify initiatives to encourage equipment retrieval and maximise recycling.
- The Service Provider will provide the Service User with a telephone number to call to arrange uplift of equipment. This will be included within the Information Sheet issued with each delivery.

2.4 Contract Monitoring

Organisational arrangements & roles and responsibilities

The Lead Partner will establish a range of arrangements to monitor and develop this Service Level Agreement on behalf of all Partners including those detailed below: -

- **X STORE Project Manager** – to ensure Service Level Agreement performance the Project Manager will regularly meet with Service Provider to update and review performance and produce relevant reports to the X STORE Steering Group & ODG (see below) as required.
- **Steering Group** – to review the Service Level Agreement at a strategic level (as required or every 3 years)
- **Operational Development Group (ODG)** – to review the Service Level Agreement at an operational level (as required or every 3 years)
- **Equipment Review Group[s] (ERG/Sensory Impairment ERG/ Children’s ERG)** – Client group specific. To review the equipment held by the Joint Store
- **NHS Communication Forum** - to review equipment and have an overview of lines of communication from Store><NHS Partners><store.

- **Care homes review group** – meets as required/annually, to review the Service Level Agreement related to the Care homes contract at an operational level.
- **Education Group** – meets quarterly to review the Service Level Agreement related to the Education contract at an operational level.

Section 3 – Service Specification

The main areas of operation of the Joint Store are outlined in 1.3. Detailed below is the specification outlining how these areas of operation will be delivered.

3.1 Accessing the Service

Business Hours

- The core business hours are 8.30am to 4.30 pm. Monday -Thursday and 8.30 am to 3.30 pm Friday.

Ordering equipment

- Prescribers will have access to the service via the website.
- It is the responsibility of the Prescriber to ensure that the details provided are accurate and specific instructions with regard to Service User details, height, positioning, size etc are given. Agreed specifications for the fitting of grab rails should be used as contained within the Protocol document (Appendix 1)
- The Prescribers will specify a date required for the delivery of equipment within the following categories:
 - 4 Hour emergency/ Hospital discharge** – orders received before 12 noon Monday – Thursday (11 am on Fridays) will be delivered that day. Orders received after that time will be delivered before noon next working day.
 - Standard Order** – these orders are delivered by selecting a delivery slot for any future day where available. Next working day deliveries will be done if they are received before 2.00pm on the previous day. Any orders received after that time will not have the option of next working day delivery.
 - Non-stock equipment** will be delivered in line with delivery timescale indicated by suppliers at the time of placing non-stock order. On receipt

of non stock (special order) the Joint Store will ensure delivery to the Service User within 24hrs of receipt.

- d) *Equipment for assessment purposes*** - The Service Provider will deliver described assessment equipment to a Service User's home, or other specified location, to aid effective assessment. Should this equipment be unsuitable it will be returned to stock and only the service charge will be incurred?

The process for ordering equipment for this purpose will be :

- as per existing ordering procedures as described in section *3.1 Ordering equipment*
 - the Prescriber must use the dialogue box to indicate clearly that the equipment is required for assessment purposes
- The Service Provider will notify the Prescriber of receipt of the order.

3.2 Delivery of Equipment

- The Service Provider shall deliver to the Service user the equipment specified on the order by the Prescriber, within the agreed timescales.
- All deliveries will be made by appropriately trained drivers/technicians employed by or seconded to the Service Provider. These employees will wear an authorised identity badge, verifiable by the Service User bearing a photograph of the holder.
- The equipment must be delivered and fitted at the address indicated by the Prescriber, unless otherwise specified:
 - The equipment will be delivered to the Service User at their home address as advised, and should not be left with neighbours unless specified by the prescriber.
 - Proof of delivery should not be requested of anyone other than the Service User and/or their immediate family unless specified by the Prescriber.
 - The equipment will be delivered on the day requested by the prescriber on behalf of the Service User.
- It is the responsibility of the Service Provider to ensure that all equipment is assembled and installed ready for demonstration by the Prescriber unless otherwise advised by the Prescriber.
 - Technical staff will ensure Service Users are instructed on the operational use of the equipment, unless otherwise advised by the Prescriber.
 - An information leaflet will be issued to all Service Users, and Service Provider staff will ensure that service users are aware of the instructions contained within it.
- The Service Provider shall obtain a signature from the Service User as proof of delivery, fitting, adjustment of height, uplift, or other prescribed

activity on an appropriate form, and acknowledging receipt of the safety notice. In the case of Service Users who are unable to sign then the technician can either ask a carer, family member or sign on Service Users behalf where the Service User has capacity to make this decision.

- The Service Provider ordering system will send an automated email to Prescriber confirming delivery. If for any reason the prescribed work cannot be undertaken i.e. Service User not at home, the Service Provider's ordering system will notify the Prescriber of this immediately.
- It is the responsibility of the Prescriber to ensure prompt follow up following delivery (within 24 hours) to demonstrate the safe use of the equipment.

3.3 Faulty or defective equipment

- Emergency action must be taken by the Service Provider immediately if they have been advised by the Prescriber that the Service User is believed to be at risk, for any of the following reasons :
 - existing equipment is faulty or has broken
 - equipment has been delivered that day and is wrongly fitted
 - Service User has been assessed as requiring equipment as a matter of urgency
- In this event the Service Provider will alter the work schedule to ensure that they accommodate the request, and provide and/or refit equipment on the day of notification.
- The Prescriber will be notified of the action taken and advised of the reasons for the fault/defect, if applicable.
- This information will be recorded by the Joint Store for quality control purposes

3.4 Retrieval and Recycling

- The Service Provider will collect equipment from a Service User's home on request from the Prescriber using the website or through a phone call from Service Users. The Prescriber will choose the slot required and email the Service Provider if the uplift requires to be brought forward e.g.in the event of death of Service user
- The Service Provider will ensure that the appropriate systems and procedures are documented and implemented to comply with the prevention of cross infection guidance as specified within the X STORE Recycling Procedures.
- Upon retrieval of equipment the Service Provider will establish whether or not the equipment can be refurbished or requires serviced, and take appropriate action to carry this out or implement the write-off procedure.

- The Service Provider will ensure that all refurbished/recycled goods meet appropriate infection control standards prior to re-issue as per the X STORE Recycling Procedures.
- Recycled goods will be bagged and identified and placed back in stock following the recycling process. These items will be available for order immediately when they are added to the stock system.
- The Service Provider will put all non-stock items back into stock following the recycling process. These items will be photographed and detailed as available for order from the non-stock area of the catalogue immediately they are added to the stock system.
- The Service Provider shall implement an audit trail to aid, monitoring and accounting of the recycling process.
- Retrieval, recycling rates, and infection control reports will be reported as part of the ongoing monitoring of the service.

3.5 Equipment Unsuitable for Recycling

- If the equipment is deemed as unsuitable for re-issue, assessment of its viability will be conducted by the Service Provider. The process will include the following aspects :
 - The opportunity to re-cover items, replace parts etc.
 - The Service Provider's nominated officer will advise the designated representative of each relevant Partner, of expensive pieces (£1000 upwards) of equipment identified as non-viable, and the reasons for this, prior to disposal, to allow any concerns to be discussed. The Partner representative will be required to respond within 3 working days.
 - When unsuitability for recycling is confirmed, the Service Provider will be required to safely dispose of the equipment.
 - Written off equipment should be recorded, each product and its value and stated within the four-weekly monitoring reports

3.6 Maintenance

- All equipment, issued by the Joint Store, must be delivered by the Service Provider, in a clean and safe condition.
- All hoists will be subject to LOLER testing twice per year.
- Identified specialised non-stock products i.e. children's and adults seating will be asseted to enable more efficient tracking and recycling.

- All electrical equipment, required under legislation, will be tested on return to the Joint Store as part of recycling process.
- Should the Service Provider be made aware of misuse or abuse, by Service Users, of any equipment, then the Partner must be informed immediately of the situation to enable the Partner to make a decision on replacement or alternative provision.

3.7 Health and Safety

Legislative requirements

The Service Provider shall at all times comply with the requirements of

- Health and Safety at Work etc. Act 1974
- COSHH 2002 (Amended) 2004
- Health and Safety (Display Screen Equipment) Regulations 1992
- Electricity at Work 1989
- First Safety Scotland Act 2005
- Health and Safety (First Aid) Regulations 1981
- Control of Asbestos Regulations 2006
- Lifting Operations and Lifting Equipment Regulations 1998
- Management of Health and Safety at Work Regulations 1999 (Amended) 2006
- Manual Handling Operations Regulations 1992
- Personal Protective Equipment Regulations 1992
- Provision and Use of Work Equipment Regulations 1998
- Workplace (Health, Safety and Welfare) Regulations 1992

and any other Acts, Regulations or Orders pertaining to the Health and Safety of employees (and persons liable to be affected by their undertakings), for staff based at the Joint Store.

Staff

- Throughout the duration of this Service Level Agreement the Service Provider will have full regard for the safety of all persons and ensure that all sites and equipment under its control are kept in an orderly and safe manner.
- Where the nature of the services to be provided dictate the wearing of protective clothing, the Service Provider shall ensure that these items are provided to and worn by employees in accordance with Health & safety guidelines.
 - Such protective clothing shall be maintained and replaced as necessary.
 - Appropriate training in relation to this matter should also be provided.

- Details of the issue of the protective clothing and training of usage, will be recorded by the Service Provider.
- The Service Provider will be responsible for ensuring appropriate risk assessments on activities relating to drivers/technicians are carried out and appropriate training provided if required.
- If for any reason drivers/technicians believe that there is a risk to themselves, or the Service User, in carrying out the requested activity, they should seek further instruction prior to undertaking the activities

Visitors

- The Service Provider will only be responsible for their own staff within the environs of the Joint Store. Visitors must be responsible for their own actions , and exercise due care and attention when visiting the premises
- Visitors should comply with the signing in/out security policy for the premises.

Service users

- The Service Provider will issue Information leaflets to Service Users on delivery of equipment to ensure they do not use equipment prior to demonstration and instruction by the Prescriber.

Hazard Notices/Recall notices

- The Service Provider should, upon receipt of Hazard Notices/Recall Notices, post the information on the web site and advise Partners of the same. It is then the responsibility of the Partner to determine the appropriate action to be taken with regard to replacement equipment.

Transport

- The vehicles used for transporting equipment to and from Service user's homes will be kept and maintained in a serviceable and hygienic condition in accordance with Health & safety guidelines by the Service Provider.
- The Service Provider will ensure that appropriate precautions are taken to safeguard against clean goods being mixed with returned goods and will ensure that, wherever possible, cross infection risk is minimised.
- The Service Provider will ensure that all vehicles are appropriately equipped with protective clothing/materials, which will allow the driver/technician to adhere to health and safety regulations.

3.8 Training Facility

- The Service Provider will liaise with Prescribers and assist where possible with additional X STORE equipment training, relating to newly introduced product ranges/types as agreed by the Equipment Review Group and the X STORE Steering Group.

3.9 Information

The Service Provider will ensure that the web-based information sites include guidance and detail on the areas detailed below. The Service Provider will ensure that this information is reviewed and monitored on an ongoing basis:-

- Services provided
- Products
- Newly introduced products
- Contact and location information
- Ordering process
- Emergency repair procedure
- Hierarchy/Permissions
- Hazard/Recall Notices
- Interactive Message/questions Board
- Policy & procedures & audits
- Developments
- Maintenance
- Retrieval and recycling
- Uplifts
- Feedback Procedure

3.10 Stock Items

- The selection and approval of items as appropriate for supply, shall be made by a service-wide equipment review group (ERG), and appointed by the X STORE Steering Group leads. Decisions on selection and approval of items should reflect clinical and operational matters such as availability of current stock, write offs of current stock, cost etc. Recommendations of the ERG require to be ratified through the Steering Group.
- The Service Provider and ERG should, in consultation, regularly review the product range. The Service Provider should provide the ERG with regular data concerning high volume /value issues (top x 20 lines) and low volume issues (bottom x 10 lines) to enable decisions regarding the requirement to adjust stock list and levels.
- The ERG and Service Provider should establish a means to ascertain the Service User's (or selected Service User representatives) views regarding product choice.
- The Service Provider will maintain agreed minimum stock levels.

3.11 Out of Hours Service

- Our Designated Contractor will provide an emergency out of hours service seven days a week (including bank holidays) **Excluding Monday-Friday 08:00-15:30.**

Equipment provision will include only the following products:

- Phase III Mattress System
- Profiling Bed
- 180 Hoist
- Stand Aid
- Various slings will be made available

Orders will also be subject to a delivery and uplift charge, charged per delivery/uplift **not** per item.

When emergency provision is required the contact number is **0845 0600 333.**

During office hours the point of contact for all rental enquires is:

Anne Mitchell Tel: 0845 344 2631 Fax: 0845 344 2640 Email:

anne.mitchell@parkhouse-hc.com

Please note: Parkhouse will uplift X Store equipment in client's homes for a charge. X Store will then arrange for it to be returned to our stock.

3.12 Personnel

- The Service Provider will ensure that all individuals employed or engaged by them in connection with the service are properly trained and skilled in connection with their duties and will carry them out with due diligence.
- The Service Provider shall be solely responsible for ensuring that, in line with the requirements of X Council corporate policy, all staff members will be recruited through the recruitment and selection policy.
- Owing to the nature of the service, employees of the Service Provider will be exempt from the provisions of Section 4(2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions)(Scotland) Order 2003 as amended. The Service Provider shall ensure that all employees engaged in the provision of the service provide information in accordance with the said Act and Order about convictions, which for other purposes are spent under the provisions of the said Act.
- All staff employed by the Service Provider in the provision of the service will undergo induction training, which will cover the following aspects:-
 - All relevant policies, rules, standards and procedures of the Service Provider;
 - The need to conduct themselves at all times with courtesy and consideration during the course of performing their duties;

- The need to recognise situations which may involve risk and take appropriate action.
- The Service Provider shall ensure that all staff employed in the provision of the service are trained in customer care, Health and Safety at Work regulations, safe lifting and moving procedures, fitting and adjustment of equipment to be provided, disability awareness and sensitivity, cultural awareness/telephone skills, and complaints procedure.
Staff with responsibilities for training staff will link with X Store Project team for specialised knowledge and Information.
- The Service Provider shall ensure that those personnel involved in the handling of soiled items are properly trained and equipped to do so and adhere to Health & Safety guidelines.
- The Service Provider shall ensure that those personnel employed to refurbish, maintain and make goods ready for re-issue are appropriately trained and equipped to do so.
- The Service Provider shall train all delivery staff in the skills and techniques of fitting and installing determined equipment.
- The Service Provider shall ensure that all employees engaged in providing services of the Joint Store adhere to the following:-
 - Respect the rights of Service Users;
 - Understand that Service Users have a right to autonomy and independence in decision-making, including the assumption of risks as well as the responsibilities associated with citizenship.
 - Respect the privacy of Service Users, avoiding unnecessary intrusion and safeguard confidentiality. They must work in accordance with the accepted principles of personal confidentiality – this means that staff must not discuss Service User’s circumstances with anyone outside their own service or appropriate members of the Partner’s staff.
 - Are aware of how to provide a service which respects the racial, gender, sexuality, religion, ethnic identity and age of Service Users.
 - Do not attend work under the influence of alcohol and/or illegal substances.
 - Do not consume alcohol and/or illegal substances while in the process of carrying out their duties.
 - Do not have in their possession alcohol and/or illegal substances.
 - Do not smoke whilst carrying out their duties.

- Observe a standard of discipline while carrying out their duties.
- Do not accept or solicit any gratuity or gift arising from the performance of their duties specified within this agreement.
- Shall not wear political, racist, sectarian or sexist badges, clothing or slogans whilst engaged in performing their duties, nor to affix any notice or poster to the fabric of any building related to the service provision.

3.13 Insurance and Indemnity

- As the Service Provider is a department within X Council, insurance and indemnity, as detailed below, will be arranged by X Council on behalf of all Partners. The interests of all Partners will be noted on all relevant insurance policies. The costs arising from this arrangement, including costs in relation to premiums and claims will therefore require to be apportioned across the Partners on a pro-rata basis.

Indemnity

- i) Within the terms of this Agreement and the terms of the insurance arrangements, the liability of the Partners, including the Lead Partner and Service Provider, will be limited to loss, cost, expense, penalty or damage incurred or suffered, including but not limited to any personal injury, death or damage to property, arising directly out of or in consequence of or in connection with the delivery of provision of the Services to any Service User or the operation of the Agreement.
- ii) Within the terms of this Agreement and the terms of the insurance arrangements, each Partner, including the Lead Partner and Service Provider, will be individually and separately liable in relation to any matter which occurs as a result of the breach, negligent performance or failure in its performance of the terms of this Agreement on behalf of the Partners, its agents or employees and for which there is no indemnification provided by insurance.
- iii) X Council will arrange appropriate and relevant insurance policies in order that the Partners, including the Lead Partner and Service Provider, are indemnified, where possible, against all proceedings, costs, expenses, liabilities, injury, loss or damage arising from or incurred by reason of any claim, demand or action made or raised against the Partners by or on behalf of a Service User, employee of the Service Provider or the Partners, or any other third party, which arises out of the breach or negligent performance or failure in performance of the terms of this Agreement by the Partners, their agents, sub-contractors, Volunteers and employees.

X Council, on behalf of the Partners, will handle all claims raised in connection with this Agreement and shall act reasonably in relation to any costs, expenses or damages paid by it, shall take all reasonable steps to minimise its payments, costs and losses and shall only make payment in relation to legally valid claims or proceedings.

Insurance and security

- i) X Council shall ensure that adequate insurance is maintained for employer's liability, public liability, buildings and building contents and all such other insurance as the Partners considers appropriate and intimated to X Council prior to the commencement of this Agreement. X Council shall, on request, provide evidence to the Partners that such cover has been effected and that all due premium payments have been paid. Such evidence shall be provided to the Partners in the form of a To Whom It May Concern letter or in another form as determined by the Partners and intimated to X Council from time to time. The insurance in respect of claims for personal injury or the death of any person under a contract of service with the Service Provider and arising out of or in the course of such person's employment shall comply with the Employer's Liability (Compulsory Insurance) Act 1969 declaring that cover shall be no less than £10,000,000 (TEN MILLION POUNDS STERLING) in respect of any one incident and shall be unlimited in the period of insurance. For public liability and other relevant insurance policies to which this clause applies, the insurance cover shall be not less than £5,000,000 (FIVE MILLIONS POUNDS STERLING) in respect of any one incident and, where appropriate, shall be unlimited in the period of insurance. Such insurance cover must remain in force for the period in which any claim may be raised by a Service User or any third party.
- ii) In the event of the Service Provider having motor vehicles which are used in the provision of the Services, they shall maintain adequate vehicle and passenger insurance cover in respect of such vehicles and shall on request provide evidence to the Partners that such cover has been effected and due premiums have been paid.
- iii) Where Staff use vehicles not owned or leased by the Service Provider to transport Service Users the Service Provider must ensure that such Staff have appropriate insurance, a valid MOT Certificate and an appropriate driving licence at all times.

3.14 Quality Management

- Equipment supplied under the Service Level Agreement shall be delivered in a serviceable and clean, safe and hygienic condition.
- The Service Provider should ensure that Service Users experience the minimum disruption necessary whilst staff undertake the activities requested.

- Where the Service Provider is responsible for the removal of equipment, fitted or installed in the Service User's home, the Service Provider shall reinstate the property (within reason) and clean & tidy all work areas to original condition.
- Where the Service Provider causes any damage within the Service User's home in the course of their duties, they have sole responsibility to remedy and rectify the situation to the original condition within 5 working days. All instance of damage must be reported to the relevant service area manager and X STORE Project Manager, within 24 working hours of the damage taking place.
- The Service Provider must ensure that all waste packaging is removed from the Service User's property and disposed of safely, unless otherwise requested.
- The Service Provider shall establish and maintain regular staff and Service User surveys of satisfaction then subsequently report the findings to the Steering Group.

Complaints procedure

- The Service Provider will have a complaints procedure which will:
 - Enable Service areas, Service Users, or their representatives, to register concerns about the actions of the Service Provider in relation to the service provided.
 - Create a process which enables these complaints to be effectively examined and provided useful feed-back to Service Provider and service area staff on the outcome of the investigation. This requires positive recognition and acceptance that all X STORE representatives operate on the principles of openness and accountability.
 - Provide guidance to Joint Store employees as to the method and timescales for dealing with complaints.
 - Facilitate the development of services and service standards and to make the delivery of the service more responsive to Services User's needs.
- All complaints and subsequent actions should be reported on a quarterly basis to the X STORE Steering Group as part of the Performance framework.

3.15 Dispute Resolution

In the event of any dispute being unresolved by the above procedures, the dispute shall be referred to the Corporate Customer Care Team of the Service Provider who will liaise with the appropriate contract compliance personnel in the respective X STORE service areas, to resolve these situations.

3.16 Service Development

The Service Provider will provide a continuous improvement approach in conjunction with the Operation Development Group and Steering Group, presenting any service developments and proposals to the X STORE Steering Group. Approaches from external organisations require to be referred to the Chair of the X STORE Steering Group in line with arrangements detailed in the X STORE Partnership Agreement. Decisions on these service developments and proposals, and any priorities, require to be agreed by all the Partners.

There shall be no financial contribution by the Partners above that stated within the Agreement, in respect of any future expansions of the Services unless:

- a) before any such future expansion, the Partners have been advised and consulted on the financial commitment required to be made in respect of the proposed expansion; and
- b) the Partners have given written acceptance of the principle of the expansion and the level of contribution that will be required to sustain the service development.
- c) Where a dispute arises between the Partners, this will be dealt with according to the arrangements specified within the X STORE Partnership Agreement (*copies can be accessed from X STORE Project Manager*)

3.17 Termination of contract and default

- a) Without prejudice to the rights and remedies otherwise available to them under the law, the Lead Partner and the Service Provider shall both have the right to terminate this Agreement forthwith by notice in writing to the other if the other shall:-

commit a material breach or repeated breach of the terms of this Agreement which shall not be capable of remedy, or if capable of remedy, which shall not have been remedied within the period specified in terms of Clause 3.17.b) below.

- b) If either party to this Agreement in the opinion of the other party (that other party being hereinafter referred to as "the aggrieved party") commits a material breach or repeated breaches of the terms of this Agreement, the aggrieved party shall serve written notice on the defaulting party identifying the breach or breaches of contract and requesting its or their remedy within

a specified period which period shall be reasonable in all the circumstances.

c) Neither Clause 3.17.a) nor 3.17.b) shall operate so as to restrict the Lead Partners statutory obligations and powers with regard to the safety and well being of a particular Service User or group of Service Users.

d) In the event of termination:-

- I. the Lead Partner and the Service Provider shall use their best endeavours to make arrangements to provide suitable alternative services for the Service Users
- II. the costs of ensuring the welfare of Service Users may be charged to the Service Provider if the Service Provider is in material breach of this Agreement which breach could reasonably have been avoided;
- III. any payments made by the Partners during any period in which the Service Provider is or was in material or repeated breach of its obligations in terms of the Agreement shall be without prejudice to and under reservation of all and any claims for reimbursement which the Partners may have in respect of any such material breach by the Provider;
- IV. the provisions of clauses 3.17.d (ii) and (iii) above shall survive the termination of the Agreement.

3.18 Efficiency clause

- Both the Lead Partner and the Service Provider shall throughout the duration of the Agreement, constantly consider and review whether any financial savings can be achieved through efficiency of management, staffing or any other costs whatsoever pertaining to the provision of the Joint Store.
- The Service Provider shall consider any reasonable suggestion from the Lead Partner as to the means of achieving such savings.
- In undertaking any such consideration and review, the Lead Partner shall take into account any sources of income available to the Service Provider in addition to areas of expenditure and any appropriate alternative uses to which such savings could be put in relation to the provision of the Joint Store.

3.19 Risk Register

- The Service Provider will develop a Risk Register. This will be updated annually and reported on to the X STORE Steering Group. (*Appendix 3*)

Section 4 – Finance

4.1 Operational Costs

The total operational costs of the Joint Store service will be recharged to the Partners. This will be achieved by recharging the pre-determined costs for delivery and technical aspects of the service. It is the responsibility of each Partner to ensure sufficient resources are available to fund this aspect of the service. If insufficient income is generated to cover the operational costs as agreed by the Partners, then any shortfall will be recharged to the Partners on a pro rata usage basis.

If there is an over recovery of costs, then the Service Provider shall refund the excess to the Partners on the same pro rata service usage basis.

If during any financial year, it becomes apparent that the costs of the service will materially exceed the budget then the Service Provider shall advise the Partners immediately with a view to corrective action being taken.

It is the Service Provider's responsibility to manage all aspects of the service on behalf of the Partners including budgetary control, and no additional expenditure will be authorised without prior agreement with the Partners.

The Service Provider shall set standard costs for the purposes of recharging to the Partners based on estimated service requirements for each forthcoming year. The Partners shall agree their acceptance of standard service costs prior to the commencement of each financial year via the Steering Group.

4.2 Stock Items

The Service Provider shall maintain an electronic catalogue of all stock items including prices at cost value, from which all orders for standard equipment will be selected.

4.3 Non Stock Items

The Prescriber will contact the Service Provider indicating the type of non-stock equipment required. The Service Provider will process the order with the relevant supplier, according to the agreed contract arrangements and notify the Prescriber of delivery timescales.

4.4 Recycled Equipment

The Service Provider will ensure that effective arrangements are in place to maximise recycled stock for ordering. If available, recycled stock will be selected automatically at the point of order e.g. Prescribers will only be able to access new equipment if no recycled items available.

4.5 Equipment for Assessment Purposes

The cost of equipment used for assessment purposes will not be recharged to the partners directly but will be included within the unit cost of providing the service and will be returned to the store on completion of the assessment.

4.6 Charges to Partners

The Service Provider will provide 4 weekly invoices to the Partners including VAT where applicable, which will include details of the service provided in the period for which the invoice / internal recharge relates with the total operational costs for the period calculated on the basis of actual service provided.

4.7 Payment of Invoices / Internal Recharges

The Partners will pay the invoices / internal recharges raised within 14 days of receipt unless there are issues that arise from them. If an issue does arise the Partner concerned will raise the issue immediately with the Service Provider with a view to an early resolution.

Signed on behalf of the Service Provider _____

Name of service Director

Date _____

Signed on behalf of the Lead Partner _____

Name of service Director or equivalent

Date _____

Service Provider and Partner Details

a. Service Provider Joint Store Name and Address

X STORE Joint Equipment Store
Address

b. Service Provider Name and Address

X service provider

c. Individual Authorised to sign SLA on behalf of Service Provider

X
Director of Services

d. Contact Person for Service Provider

e. Individual authorised to sign SLA as Lead Partner representative

