

Taxi Service for Vulnerable Clients
Appendix 1 – Amended Specification

CBMDC 56753

BACKGROUND INFORMATION

Bradford Council is a large Metropolitan Council responsible for, or plays a key role in the provision of, a comprehensive and wide range of public services, such as social services, education, housing, highways, planning, libraries, street cleaning and environmental protection. Its official title is the City of Bradford Metropolitan District Council (the Council) and it was formed in 1974 following a major national re-organisation of the local government system. It is one of 36 Metropolitan District Councils in the country, which serve the larger cities and conurbations. The total population of the District is approximately 522,500 and it covers 141 square miles. Bradford Council is comparable to major businesses in terms of size and scale of its operation with gross expenditure of over £1 billion per year.

The Council requires support provision of transport services for eligible children and their escorts (to include looked after children or children with special education needs or behavioural considerations), and support for the provision of transport services for eligible adults and their escorts. The Council may require Passenger Escort Services from the Provider. The Council may, on some occasions, require transport services for council services/departments that do not transport children.

The DPS is the first step in a two stage process that will be used as a mechanism through which the contracting authority will procure Hackney Carriage, Private Hire and Minibus transportation. The DPS is open during its lifecycle, which means that following the initial establishment of the DPS, operators can apply to the DPS at any point in time.

The process outlined in this application is for the establishment of the initial DPS. Responses to this application will be assessed against the criteria set out within this document and applicants will be informed following the assessment if they have been successful or not.

Those who have applied and have been unsuccessful may re-apply to the DPS, but not before a period of at least 3 months has passed before re-application. Instructions for how to reapply and reasons for unsuccessful applications will be notified to providers. These areas must be addressed prior to submission of further applications.

Please note that once a tender document has been submitted no further amendments can be made and as such any provider wishing to edit their document must use the discussion section within YORtender to enquire how to make changes.

Please Note: Providers should note that the Council regards the evaluation of applications as a continuous process up to the point of award. Due consideration will be given to any relevant factors that come to light during this process and further information may be sought at any time including, but not limited to references, vehicle/service assessments and visits to the operators' premises. In the event of an unsatisfactory finding at any stage in the evaluation process the Council reserves the right to disqualify the applicant concerned from the process without compensation.

NATURE OF CONTRACT

The Council's Passenger Transport Service (PTS) are tasked with providing transport for circa 1200 vulnerable clients to circa 300 locations twice per day. This requires over 600 vehicles with circa 1,000 service variations taking place per month. The current service is delivered by circa 70 providers with journeys (runs) being awarded based on: availability & capacity; experience / performance history and price.

The Service is responsible for arranging transport for the following groups: Special Education Needs Children (SEN), Pupil Referral Unit Children (PRU), Looked After Children (LAC) and Vulnerable Adults. These vulnerable client groups frequently have specific and complex needs relating to their behaviour, medical considerations or personal situation, e.g. inability to share a vehicle with others, unable to travel more than 60 minutes, require special attention etc.

1. COMMENCEMENT AND DURATION

The contract will run from 29th August 2022 for an initial two years with an option, at the sole discretion of the Council, to extend for two further periods of twelve months, subject to satisfactory performance and the Council still having the need and funding for the contract.

2. SERVICES

- 2.1 The Council shall appoint the Provider, and the Provider shall provide the Services to the Council and its Clients and their Passenger Escorts (if any) pursuant to the terms and conditions of this agreement.
- 2.2 The Council shall provide the Provider with details of Clients and their addresses for picking up and dropping off. For services required for at least 5 days, this will be done via the issue of Schedule 1 or Schedule 2. Services required for less than 5 days will be confirmed via secure email or telephone where the booking is urgent.
- 2.3 The Service should ensure that its Driver's do not communicate directly with the Council but that all communication should be done through the Provider's authorised representative.
- 2.4 In providing each of the Services, the Provider shall at all times:
 - (a) provide the Services in accordance with Best Industry Practice;
 - (b) provide the Services in accordance with all applicable laws, regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
 - (c) obtain, maintain and comply with all Consents;
 - (d) allocate sufficient resources to provide the Services in accordance with the terms of this agreement; and
 - (e) ensure that any of the Provider's Personnel who are engaged in the provision of any of the Services shall, if required by the Council, attend such meetings at the premises of the Council or elsewhere as may be reasonably required by the Council.
- 2.5 The Provider acknowledges that it is not being appointed as an exclusive provider of the Services and the Council may at any time perform any part of the Services itself or procure them from another party.

- 2.6 In the event of a Provider's failure to provide any of the Services, the Council may without prejudice to its other rights or remedies, withhold payment in respect of the failed Services and/or require an equivalent Service to be performed free of charge.
- 2.7 The Provider shall not register the Service as a local service within the meaning of the Transport Act 1985 as amended.
- 2.8 Where a contract has been in place for over 12 weeks the Council will give the Provider 48 hours' notice prior to termination of the contract and pay a termination fee to the Provider. This will be calculated on either a daily or trip rate depending on the tender. For contracts held for less than 12 weeks there will be no cancellation fees paid to the provider.

3. THE COUNCIL'S OBLIGATIONS

- 3.1 The Council shall provide manned office services between 07.00 and 17.00 (contracted transport arrangements and later, by exception, dependant on emergency activities on Service Days.
- 3.2 The Council shall provide the Provider reasonably in advance of a Service with necessary information and data regarding a Service to enable the Provider to provide Services.
- 3.3 The Council shall inform the Provider of school opening and holiday dates. If the term of this contract is more than one year's duration, the Council will advise the Provider of school term opening dates for subsequent years when the information is available.

4. SERVICE LEVELS

- 4.1 The Provider shall:
- a) deliver the Service over the Service Days;
 - b) provide immediate communication between its office and Service Vehicles from 07.00 to 17.00 on Service Days; and later, by exception, dependant on emergency activities on Service Days;
 - c) ensure its Drivers collect and return Passenger Escorts from specified addresses by the Council as required. Drivers are not to accept instructions regarding collection and return addresses from parties other than PTS;
 - d) Use correctly licensed Vehicles and Drivers at all times in accordance with sections 5 and 6 and Schedule 3;
 - e) Provide the Services in accordance with the Service levels;
 - f) Proactively work with the Council to deliver a Service which is safe, responsive, secure, caring, reliable and punctual;
 - g) Work in such a manner as to promote and enhance the reputation of the Council; and
 - h) Ensure that Drivers, Passenger Escorts and its vehicles comply with the conditions set out in Schedule 3.
- 4.2 The Provider shall take into account the health, safety and wellbeing of the Clients throughout this agreement.
- 4.3 The Provider shall immediately inform the Council in writing of any change to a designated route or stopping place described in Schedule 1 or 2 due to

circumstances beyond its reasonable control and shall as soon as possible revert to using the route(s) or stopping place(s) described in Schedule 1 or 2.

- 4.4 Any additional costs incurred by the use of such alternative route or stopping place(s) shall be borne by the Provider for any period of up to 5 Working Days. For periods in excess of 5 Working Days payment of any additional costs shall be subject to mutual agreement between the Council and the Provider.
- 4.4 In the event of a Service Failure, the Provider shall notify the Council immediately of the Service Failure and deploy all additional resources and take all remedial action that is necessary to rectify and prevent the Service Failure from recurring and the Council shall be entitled to exercise any of its rights under law and this agreement.
- 4.5 The Provider shall take immediate disciplinary action against any Drivers in breach of their duties set out in this section 4, section 5, section 6 and Schedule 3.
- 4.6 The Provider shall ensure that suitable provision is made to operate the Services to suit the requirements of each drop off destination in the event of a school or centre closing either early or late due to any circumstances.
- 4.7 The Provider shall at all times permit the Council, their servants and agents (including any other persons engaged by the Council for the purposes of monitoring this agreement) during working hours to have reasonable access to the Provider's premises and to where any Services related work is being done or being stored.
- 4.8 When required by the Council the Provider shall supply to any person authorised by the Council a list of journeys described in Schedule 1 or 2 which have not been operated with reasons for failing to operate such journey to the satisfaction of the Council.
- 4.9 The Provider shall submit to the Council on a monthly basis, a detailed invoice or invoices in accordance with the contract. The invoice must be received by the Council no later than the 5th working day of the month and shall include the details described in Schedule 7.
- 4.10 Variations to existing routes may be agreed with the Provider from time to time. If agreement cannot be reached, then the route will be re-tendered.
- 4.11 The Council reserves the right not to award a contract where there are either value for money or sustainability concerns
- 4.12 The Provider must ensure that its Drivers hold a driver badge issued by Passenger Transport Services. The Council will notify all Providers, when they need their Drivers to complete the necessary checks in order for a badge to be issued.
- 4.13 The Provider must notify the Council immediately if there is a change of business name, proprietors, directors, licenced operator or a change in their company's house number. Any of the changes above will require a new application to be submitted for review.

- 4.14 Failure to comply with the conditions set out in this Clause 4 shall be considered a material breach of contract and the Council shall have the right on written notice to immediately terminate this agreement.
- 4.15 **Approved Providers of the Council can fit CCTV cameras to their vehicles, should they wish to do so. They must ensure each vehicle has appropriate signage to notify service users they are being recorded. Signage must advise if it is a visual or audio footage or both. Providers must appoint a designated person who is responsible for all aspects of CCTV. All CCTV data must be encrypted and only shared with third parties with the Council's permission.**

5. DRIVERS AND PASSENGER ESCORTS

- 5.1 The Provider shall provide Drivers and, where requested by the Council, also provide Passenger Escorts to carry out the Services.
- 5.2 At all times the Provider shall ensure that:
- a) there is an adequate number of Drivers and Passenger Escorts to provide the Services properly;
 - b) only those individuals who are authorised by the Council (under the authorisation procedure to be agreed between the parties) are involved in providing the Services;
 - c) the same Driver and Passenger Escort are used on the same run daily (except in emergencies – all cover drivers and escorts must be authorised by the council) for Services that operate for at least 5 working days. Continuity of personnel is highly important to Clients, parents/carers and school/centre staff to enable good relationships to form. A maximum of 3 (three) Drivers may be permitted on a Service journey to cover sickness and holidays. Whenever the designated Driver is substituted by another, details of this must be communicated in writing to the Council within 24 hours of the occurrence. The Council reserves the right to instigate formal warning proceedings if it considers that sufficient effort is not being made to ensure the same Driver operates the same service every day. Providers should note that failure to comply with this requirement may lead to termination of Contract; and
 - d) each of the Drivers and Passenger Escorts complies with the minimum personnel standards for Drivers and Passenger Escorts required by the Council as set out in **Schedule 3** and **Schedule 9 or 10**.
- 5.3 The Provider shall ensure that smoking is not permitted on any Vehicle contracted under the Services. This includes the use of e-cigarettes.
- 5.4 The Provider shall ensure that Drivers and Passenger Escorts can contact the operator at any time. If radios are not fitted to Vehicles, then a mobile phone must be available on the Vehicle in case of emergencies.
- 5.5 The Provider shall replace any of the Provider's personnel where the Council reasonably decides that these personnel have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Provider's personnel for any reason, the Provider shall ensure that such person is replaced promptly with another person who has the necessary training and skills to meet the requirements of the Services.
- 5.6 The Provider must ensure that no Client is travelling on board a Vehicle for more than one hour unless authorised in writing by the Council. The Council

must be notified as soon as safely possible if unforeseen circumstances may result in this being the case.

- 5.7 If there are reasonable grounds for either the Council or the Provider to believe that a serious incident or accident has occurred, then the Provider) shall immediately suspend the Driver and Passenger Escort (if any) as a no fault suspension. Where a serious contravention of legal, safety, licensing requirement or a material breach of this agreement occurs, the Driver and Passenger Escort (if any) must be immediately dismissed by the Provider and the Council may without notice immediately terminate this agreement.
- 5.8 In the case of a Driver or Passenger Escort suspension, the Provider is expected to deliver the Services by use of other, suitable resources (vehicle / personnel) during this period.
- 5.9 Should the Provider fail to deliver the Services no payment will be made in respect to these Services during the period of suspension.
- 5.10 Failure to comply with the conditions set out in this Clause 5 shall be considered a material breach of contract and the Council shall have the right on written notice to immediately terminate this agreement.
- 5.11 **The Provider shall ensure that all passengers escorts are recruited following the guidance set out in Keeping Children Safe in Education 2023. This can be found on the following website**

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

6. VEHICLES

- 6.1 It is the sole responsibility of the Provider to ensure that:
- a) it is licensed by the Council as applicable to operate a licensed hackney carriage taxi or licensed private hire car for vehicles with 8 or fewer passenger seats and / or hold an operator's licence as required by section 12 of the Public Passengers Vehicles Act 1981 (as amended from time to time), and is authorised to operate by the Council;
 - b) for hackney carriage or licensed private hire operators, where a vehicle or driver is not licensed by the Council, the Provider must ensure that the minimum standards set out in **Schedule 9** are met.
 - c) Operator licensed companies must ensure that the minimum standards set out in **Schedule 10** are met.
 - d) it operates and maintains all Vehicles in accordance with the requirements of acts of parliament, statutory instruments or orders from time to time in force which are or may become applicable to Vehicles operated under this agreement or the provisions of Services during the term of the contract;
 - e) it has written procedures in place for Drivers to comply with to ensure that Vehicle safety and cleanliness checks are carried out daily on all Vehicles and that any defects found are reported;
 - f) any Vehicles with safety defects are not used;
 - g) all Vehicles have sufficient fuel in them for their journeys including emergency fuel of up to 20 miles;
 - h) all Vehicles are fully compliant with all relevant road Vehicle (construction and use) regulations as amended. The Provider shall

produce such licence or permit at any time for inspection by an authorised representative of the Council. The Provider shall also maintain sufficient Vehicle capacity or permits from the Effective Date for the Term of this agreement;

- i) the Provider shall ensure that all Vehicles and equipment used for the provision of Services are, where appropriate, commensurate with DIPTAC Standards;
- j) the Provider's Vehicles comply with the minimum standards set out in **Schedule 3** subject to any variations agreed to by the Council;
- k) in the event of a Vehicle breakdown, the Provider provides a replacement Vehicle within 30 minutes of this being reported; and
- l) When placing a bid for a route they have the adequate resources already in place to honour the bid if they are awarded the contract
- m) Where CCTV is fitted to vehicles signage must be clearly shown. Signage must advise if it is a visual footage/ audio or both.

6.2 No sub-contracting is permitted.

6.3 The Provider shall allow the Council's authorised representative to board such Vehicles used in the provision of Services under this agreement and to enter the Provider's premises at any reasonable time for the purpose of inspecting the Vehicles used in the provision of Services under this agreement.

6.4 If the Provider fails to provide a Vehicle in accordance with the contract, the Council shall be entitled without prejudice to any other remedy to obtain transport from any other source and to recover from the Provider as liquidated damages the costs of obtaining Services from elsewhere and any extra cost (if any is incurred) by the Council in so doing.

6.5 The Provider must inform the Council of any accident / incident involving a Client or Vehicle during a Service journey within 5 minutes, or as soon as practicable and any lateness at a destination of 15 (fifteen) minutes or above.

6.6 Failure to comply with the conditions set out in this Clause 6 shall be considered a material breach of contract and the Council shall have the right on written notice to immediately terminate this agreement.

7 COMMUNICATION

7.1 In addition to the two-way communication requirements as set out in this agreement, the Provider must have secure e-mail facilities for daily communication. The Council's current method for secure e-mail is Galaxkey. Successful bidders will be required to install this system if they do not already have it.

7.2 The Provider shall maintain effective, regular communication with the Council. This may be requested in a particular format for which the Council will provide the Provider with a template document.

7.3 The Provider shall report any clients that are not travelling to PTS and email PTS on that day with the reason for no travel / no show and also after 3 days the Provider shall email PTS again and put transport on hold. Once transport is suspended no further charges will be incurred.

8 SAFEGUARDING

8.1 The Provider shall:

- a. ensure that all persons who are or will be employed or engaged (including but not limited to Drivers, Escorts, Staff, Company Directors and volunteers) in the Service are positively vetted to an enhanced level and cleared to work with vulnerable children and adults and subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (DBS). All Drivers will be required to have an enhanced DBS check and to sign up to the DBS update service. Twelve weekly checks will be carried out by the Passenger Transport Service in accordance with Passenger transport suitability policy;
- b. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out the Service or who may otherwise present a risk to Clients or other relevant groups;
- c. warrant that at all times for the purposes of the Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time;
- d. immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations in respect of safeguarding have been met;
- e. refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to Clients or other relevant groups; and
- f. be aware that failure by the Provider to comply with the conditions set out in this section 8, may lead to the suspension and/or immediate termination of this Contract at the Council's sole discretion.
- g. Providers must ensure they have records of all drivers who are using CCTV in vehicles whilst carrying out the service for Bradford Council.

8.2 The Council reserves the right (subject to the consent of the Driver/Escort) to check the existence and content of any criminal record of any Driver/Escort employed in providing Services under this agreement pursuant to the Rehabilitation of Offenders Act 1974 and (Exemptions) Order 1975 or any amending legislation or regulations made thereunder.

8.3 The Council may issue instructions requiring the Provider to cease using any Driver and/or Escort employed in providing Services under this agreement and the Provider will comply with any such instructions.

- 8.4 All Drivers and/or Escorts must have mandatory training on safeguarding children and young people as part of the induction process.
- 8.4 The Council has adopted policies which are intended to avoid discrimination in the provision of Services controlled by them. The Provider shall avoid discrimination and ensure that its employees are aware of this requirement.

9 PROVIDER MONITORING

- 9.1 The Council shall have the right to undertake quality monitoring of all Services, Drivers and Passenger Escorts without prior notice, from time to time, as described in Schedule 6 Provider Monitoring.
- 9.2 Providers must comply with General Data Protection Regulations (GDPR) (guidance notes will be issued to approved providers by PTS).
- 9.3 The Council shall have the right to undertake data protection monitoring of all Services, Drivers and Passenger Escorts without prior notice from time to time as described in Schedule 8 Data Protection.
- 9.4 The Council shall have the right to request information from the Council's Licensing Department regarding the Provider and / or driver information including driving licence information.
- 9.5 The Council has an obligation to share appropriate and relevant information to other areas of the Council, specifically the Council's Licensing Department, and in particular where a serious contravention of legal, safety, licensing requirement or a material breach of this agreement occurs.
- 9.6 In accordance with results from Provider monitoring, Providers will be graded accordingly, and informed of such, in respect to their performance in delivery of the Services. Schedule 11.
- 9.7 A Provider's grade will form part of determining whether value for money is being provided and / or whether intervention / support is required by the Council. **(Schedule 11)**
- 9.8 Information pertaining to Providers will be shared between Hackney Carriage/Private Hire, and other operational departments.
- 9.9 Providers graded red will be placed inactive during an investigation process. Subject to the investigation outcome, they may be authorised to continue tendering for work within limited circumstances which will be specified at the time.
- 9.10 All criteria within a particular grading **MUST** be met before progressing to the next level (red and amber grading). In order to progress to Green ALL criteria in respect of Safety and Value for money must be met along with one of the criteria for "Social Value".
- 9.1.0.1 A minimum of 3 months evidence must be received in order for a provider to progress to a higher level of grading. Evidence will be recorded by the planners/CA's and will be assessed by a minimum of 2 operations managers.

- 9.10.2 Other than for serious offences, reviews will be carried out at 3 monthly intervals.
- 9.10.3 Consideration will be given to a Provider's overall level of activity and performance as well as the severity and frequency of non compliance.
- 9.11 More than 3 minor non conformances in any 6 month period may result in a Provider being down graded
- 9.12 Where an offence constitutes any of the following*, an investigation will take place which may result in a Provider being downgraded:
- a) Any Material breach of contract
 - b) Any safety related incident
 - c) Events or activities which may put the safety of a client or Council employee at risk.
 - d) Events or activities which may jeopardise the Council's reputation or integrity.

*Please note that this list is not exhaustive.

- 9.13 No Provider shall remain in red for more than 3 months time.

10 COMPLAINTS (INCLUDING INCIDENTS, ACCIDENTS AND OCCURENCES)

- 10.1 The Provider shall within 24 hours of the receipt of any complaint in respect of the Service provided under this agreement forward a copy of such complaint to the Council and shall also forward copies of any reply by the Provider to the complainant and such copies of any subsequent correspondence as may be required by the Provider.
- 10.2 The Provider is to initiate an investigation into such events immediately and keep the Council informed of progress on a daily or weekly basis dependant upon severity thereafter (severity will be classified by the Council).
- 10.3 The Council will investigate any complaint it deems necessary. The Provider is to cooperate fully with the Council during such investigations. Where appropriate, the Council will involve the Provider in its investigations at the earliest opportunity. Where an investigation confirms that a complaint is justified the Provider will be required to remedy the matter to the satisfaction of the Council.
- 10.4 In the event of the Provider seeking to appeal a decision made by the Council, the appeal should be submitted to the Strategic Transport Manager.
- 10.5 **CCTV footage from vehicles can only be viewed with permission from the Council.**

11 GDPR

- 11.1 For this Contract the Council has identified the following Data requirements. Where the Provider Processes Personal Data in performance of the Provider's obligations under this Contract, the Provider carries out such Processing as a **Data Controller**. The Council is the Data Controller for the

Personal Data that it holds and shares with the Provider under this Contract. Please refer to the Data Protection Appendix of the Contract Terms & Conditions and the Data Protection Schedule (Appendix A).

11.2 During Contract mobilisation the parties will finalise and set out together in the Data Protection Schedule the measures for handling each other's data. This will finalise arrangements from the Draft Data Schedule that is provided.

11.3 The Provider shall deliver the following functionality;

- a) Be fully compliant with the Data Protection Act (DPA) 2018;
- b) Ability to edit, update and correct personal information stored on the system;
- c) Ability to permanently remove personal information stored on the system;
- d) Ability to restrict processing of personal information managed by the system;
- e) Enable personal data to be easily downloaded in a transferable format;
- f) Ability to add, edit and update Privacy Notices on electronic forms;
- g) Record that explicit consent has been given or retracted and provide detail where the consent is stored;
- h) Capture/assign retention dates to the information on the system;
- i) Identify inactive records/records due to reach their retention dates;
- j) Delete information once it has reached its retention date;
- k) Capture and maintain a record of deleted information on a disposal registers; and
- l) State where the disposal is currently recorded.
- m) Providers must have a privacy policy in place to cover the use of CCTV
- n) Providers must ensure all CCTV footage is deleted after 30 days. Footage can only be kept for longer periods of time if there is an ongoing investigation.
 - o) All footage must be stored securely and access to this information must be strictly confidential and only for the designated person once permission has been sought by the Council.
 - p) All Providers must appoint a designated person who is responsible for all aspects of CCTV
 - q) Providers are responsible for notifying the Council if any of their drivers are using CCTV.
 - r) Providers must ensure all recording footage is encrypted.



APPENDIX A

Schedule of Processing, Personal Data and Data Subjects

Description	Details
Subject matter of the processing	Providing home to school transport for eligible, vulnerable children and adults between home, school/centre/college.
Duration of the processing	September 2022 (2 years with the potential of a further 2 year extension)
Nature and purposes of the processing	<p>The nature of the process is a collection, record, organize and store in order that the council can discharge its statutory duty under the Education Act for eligible children.</p> <p>Personal data will be disclosed to relevant people both in the council and partner organisations in order to ensure the proper care and health and safety of the subject is afforded.</p>
Type of Personal Data	Name, address, date of birth, telephone number, email addresses, badge numbers, images (including ID photos) financial records, DBS certificates, training records, needs of service users.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, students / pupils, members of the public.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Data will be held for the duration of the contract and maybe held beyond this date for safeguarding and quality control.</p> <p>Data will be destroyed in line with Bradford Council's policy.</p>

SCHEDULE 1

Services (SEN Transport)

 <p>Home to School Operator / Escort Schedule</p>			
<p>CONFIDENTIAL: This schedule contains information that is confidential and is intended to be read by employees of Passenger Transport Services (PTS) only. Should a new Schedule be issued the old version must be destroyed. Unless you are the intended recipient you are not authorised to, and must not, read, copy, distribute, use or retain this message or any part of it.</p>			
<p>OPERATOR NAME VEHICLE TYPE</p>		<p>RUN NO:</p>	<p>CONTRACT REF. NO:</p>
<p>SCHEDULE FROM:</p>			
<p>NAME / STUDENT ID</p>	<p>WHEEL-CHAIR</p>	<p>DATE OF BIRTH</p>	<p>ADDRESS</p>
			<p>Escort Req'd</p>
			<p>NOTES</p>
<p>TO / FROM :</p>			
<p>ESCORT(S) DETAILS :</p>			
<p>MESSAGE FOR CREW:</p>			
<p>TO ARRIVE:</p>			
<p>COLLECT:</p>			
<p>For non urgent comments and enquires please use your CTCR comments box</p>			
<p>For urgent issues / queries regarding:</p>			
<p>SEN children - call the Planners on 01274 436692</p>			
<p>SEN routes / vehicles - call the Contracting Administrators on 01274 436641 / 433964</p>			
<p>25 November 2013</p>			
			
			<p>Page 1 of 1</p>

SCHEDULE 2

Services (Social Care Transport)

Social Care Transport Schedule



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OPERATOR NAME:
VEHICLE TYPE:

SCHEDULE DATE:

CONTRACT REF NO:

PERSON TRAVELLING: Service User/Staff/
Parent/Carer

CLIENT NAME	DOB	ESC REQ	WHEELCHAIR	NOTES

JOURNEY DETAILS:

FIRST DATE TRANSPORT REQ'D:	LAST DATE TRANSPORT REQ'D:
FROM ADDRESS:	TO ADDRESS:

PICK UP TIME	ARRIVAL TIME	RETURN JOURNEY REQ'D Y/N	RETURN TIME

DAYS REQ	MON	TUE	WED	THU	FRI	SAT	SUN

Special Instructions:

For Urgent issues/queries regarding social care transport please call the planning team on 01274 437961/437927/432939

SCHEDULE 3

MINIMUM STANDARDS

This schedule sets out the minimum standards that must be met by Drivers, Passenger Escorts and Provider Vehicles in carrying out the Services.

1 Drivers must:

- 1.1 be appropriately licensed for the Vehicle being driven and not be disqualified from holding or obtaining such a licence;
- 1.2 be pre-authorised by Passenger Transport Services to work on the framework and will be given an identification badge showing their name, picture and expiry date and the operator they are authorised to work for.
- 1.3 have regular DBS and licence checks at regular intervals as defined by the Council;
- 1.4 be aware of and comply with all relevant current and future transport legislation;
- 1.5 not drive under the influence of alcohol or partake in alcohol or drugs misuse while carrying out Service journeys;
- 1.5 not allow any alcohol or drugs to be carried or consumed on any Vehicle carrying a client. Should the Driver suspect a passenger is under the influence of or carrying alcohol or drugs, the Driver must report this immediately to the Operator;
- 1.6 obtain a satisfactory Enhanced DBS clearance check in accordance with Section 8 and before providing the services in respect of which they are engaged;
- 1.7 conspicuously wear a photo I.D. badge issued by the Council at all times during service performance stating their own **and** the Provider's name;
- 1.8 wear a Hi Visibility vest at all times when performing a service on behalf of the Council;
- 1.9 Speak good clear English;
- 1.10 be aged 18 or over;
- 1.11 check and carry out Vehicle safety and cleanliness checks daily in accordance with the written procedures provided by the Provider and report any defects found to the Operator;
- 1.12 not use any Vehicles with safety defects; and
- 1.13 ensure the Vehicle has sufficient fuel in it for the Service journeys including emergency fuel of up to 20 miles.

- 1.14 Ensure that they do not leave vehicle engine idling whilst dropping off and collecting passengers
- 1.15 be pleasant and polite to Clients, parent/carers and school/centre staff;
- 1.16 respond in a positive and sensitive manner to Clients and liaising with parents/carers and school/centre staff;
- 1.17 be fully trained in the use of all safety and emergency equipment, emergency first aid procedures and the use of all forms of restraints including wheelchair in respect of the Vehicle they are driving;
- 1.18 have successfully carried out formal training in operating Vehicle tail lifts, manoeuvring and restraining Clients in wheelchairs where required;
- 1.19 be willing to undergo training as specified by the Council. The following will be decided by the Council; modules, time, frequency, place, duration. Additional training modules may be added or amended at any time at the discretion of the Council. refrain from manually handling Clients other than giving a gentle hand to steady and reassure Clients. Clients who need lifting or carrying shall be referred to the Council for a risk assessment;
- 1.20 have regard to the safety and comfort of Clients at all times;
- 1.21 attend to the physical and emotional welfare of the Clients during the journey and ensures that Clients arrive safely at their destination;
- 1.22 ensure that the Clients' use correct seatbelts which are fastened by the Driver before a journey commences and child locks are engaged on all journeys involving Clients. For Clients travelling in wheelchairs both the Client and wheelchair must be secured before the journey commences;
- 1.23 ensure their Vehicle is parked in a suitable and safe location on arrival at school/centres and the Driver does not discharge Clients earlier than the school/centre bell time without the school's/centre's permission;
- 1.24 comply with pick up and drop off arrangements or other specific arrangements as determined by the Council and notified to the Provider from time to time;
- 1.25 pick up and drop off Clients on time and no later than ten (10) minutes from the designated times as notified by the Council in Schedule 1 or 2;
- 1.26 subject to circumstances beyond his/her reasonable control, not fail to pick up or set down any Client as required by the designated stopping place described in Schedule 1 or 2 or where required at any place on any route described in Schedule 1 or 2;

- 1.27 when carrying out the Services shall at all times have regard to the safe and proper use of the Highway Code;
- 1.28 where circumstances beyond its control prevent the route(s) or stopping place(s) described in Schedule 1 or 2 from being used the Driver shall use such alternative route(s) or stopping places(s) as shall approximate as far as possible to the route(s) or stopping place(s) described in Schedule 1 or 2 having regard to highway conditions and passenger safety;
- 1.29 where applicable, carry a copy of Schedule 1 or 2 of journeys for that day whilst carrying out the Services in accordance with schedule 9 – Data Protection minimum standards for providers;
- 1.30 complete an Emergency Contact Card for use when a parent/carer is not at home at an appointed time;
- 1.31 Ensure that no Client is on board a Vehicle for more than one hour unless authorised in writing by the Council. The Council must be notified as soon as safely possible if unforeseen circumstances may result in this being the case;
- 1.32 ensure each child transported is handed over to a recognised, responsible adult (e.g. teacher, parent, carer) at each authorised drop off point unless otherwise instructed by the Council. If such person is not available at the destination, the Driver/Escort must notify his operator who must immediately call the Council to make it aware and await further instruction;
- 1.33 ensure, where expressly instructed, that the adult transported is handed over to a recognised, responsible adult (e.g. centre staff, parent, carer) at each authorised drop off point. If such person is not available at the destination, the Driver/Escort must notify his operator who must immediately call the Council to make it aware and await further instruction;
- 1.34 ensure only passengers authorised by the Council are carried during a Service journey;
- 1.35 be aware of any extra welfare needs of Clients as may be specified in writing by the Council from time to time;
- 1.36 report any changes in Client behaviour, physical deterioration or injury or suspected abuse to the Council immediately;
- 1.37 carry out a visual inspection of the vehicle after dropping off all clients to ensure that no passengers/property remain; and
- 1.38 must ensure the livery on the vehicle reflects the operator awarded the contract. This includes front, rear visors and magnetic door stickers.
- 1.39 Drivers must be employed by the contracted Operator

1.40 Drivers must not view any CCTV footage without the permission of their contracted operator.

2

2.1 Driver must ensure they do not allow anyone to view the CCTV footage unless they are asked to do so by their designated person.

2.2 Drivers must ensure their vehicle is showing clear signage of CCTV in use. Signage must advise if it is a visual footage/ audio or both.

3 Drivers must ensure they do not allow anyone to view the CCTV footage unless they are asked to do so by their designated person.

2. Passenger Escorts must:

2.1 obtain a satisfactory Enhanced DBS clearance checks in accordance with Section 8 and before providing the services in respect of which they are engaged;

2.2 have regular enhanced DBS at regular intervals as defined by the Council and also be signed up for the DBS update service. conspicuously wear a photo I.D. badge issued by the Council at all times during service performance stating their own and the Provider's name;

2.3 Wear Hi Visibility vest at all times when performing a service on behalf of the Council;

2.4 Speak good clear English;

2.5 Be physically fit and active;

2.6 be aged 18 years or over;

2.7 not be under the influence of alcohol or partake in alcohol or drugs misuse while carrying out Service journeys;

2.8 check vehicle interior for safety and cleanliness daily;

2.9 be pleasant and polite at all times to Clients, parent/carers and school/centre staff;

2.10 be fully trained in the use of all safety and emergency equipment, emergency first aid procedures and the use of all forms of restraints including wheelchair;

2.11 be willing to undergo training as specified by the Council. The following will be decided by the Council; modules, time, frequency, place, duration. Additional training modules may be added or amended at any time at the discretion of the Council. At the conclusion of induction training and refresher training a written assessment will be carried out on all passenger escorts. The purpose of the assessment is to verify knowledge and understanding of all elements of the modules. Failure to meet the required standard will result in immediate

termination of the driver and escort. They will only be permitted to work on Council contracts at a time when they have successfully completed the assessment and demonstrated the required knowledge and understanding;

- 2.12 refrain from manually handling Clients other than giving a gentle hand to steady and reassure Clients. Clients who need lifting or carrying shall be referred to the Council for a risk assessment;
- 2.13 have regard to the safety and comfort of Clients at all times;
- 2.14 provide a door to door service for the clients unless given express instructions by the Council to remain on the vehicle;
- 2.15 sit in the rear of the Vehicle with the Clients unless given express instruction by the Council;
- 2.16 in the first instance, inform the Operator of any inappropriate / unsafe behaviour so that they may notify PTS;
- 2.17 where applicable, carry a copy of Schedule 1 or 2 of journeys for that day whilst carrying out the Services in accordance with schedule 9 – Data Protection minimum standards for providers;
- 2.18 attend to the physical and emotional welfare of the Clients during the journey and ensure that Clients arrive safely at their destination;
- 2.19 respond in a positive and sensitive manner to Clients and liaise with parents/carers and school/centre staff;
- 2.20 not leave the Vehicle with a Client still on board unless authorised to do so by the Council;
- 2.21 ensure each child transported is handed over to a recognised, responsible adult (e.g. teacher, parent, carer) at each authorised drop off point. If such person is not available at the destination, the Escort/Driver must notify his operator who must immediately call the Council to make it aware and await further instruction;
- 2.22 ensure, where expressly instructed, that the adult transported is handed over to a recognised, responsible adult (e.g. centre staff, parent, carer) at each authorised drop off point. If such person is not available at the destination, the Escort/Driver must notify his operator who must immediately call the Council to make it aware and await further instruction;
- 2.23 ensure only passengers authorised by the Council are carried during a Service journey;
- 2.24 be aware of any extra welfare needs of Clients as may be specified in writing by the Council from time to time;
- 2.25 report any changes in Client behaviour, physical deterioration or injury or suspected child abuse to the Council immediately; and
- 2.26 Wear Hi Visibility vest outside of the vehicle when performing a service on behalf of the Council.

2.27 Passenger escort badges are not transferable between operators. The name of the operator on the passenger escort badge must be the same as the contracted operator.

3. Provider Vehicles must:

- 3.1 be fitted with any specialised restraint which has been specified or if not specified will be appropriate for transporting a Client;
- 3.2 carry any additional equipment required to transport a Client safely;
- 3.3 provide all passengers travelling with a seatbelt which at a minimum must comprise a lap and diagonal type;
- 3.4 have external ID – Private Hire and Operator licence vehicle's ID should state the Provider's name, Hackney Carriage vehicles should identify the vehicle accordingly;
- 3.5 carry a first aid kit in a suitably designed container to protect the contents from damp and dust. It should be clearly identifiable as the first aid kit i.e. a green container with a white cross and marked "first aid";
- 3.6 carry a red reflective warning triangle which must be used on any breakdown and must be positioned 25 yards from the rear of the broken-down Vehicle facing approaching Vehicles;
- 3.7 carry a functional torch and batteries (including spares) if they are on the road during the hours of darkness;
- 3.8 have interiors which are well maintained, clean, tidy and free from obstacles that are likely to cause accident or injury;
- 3.9 have heating and ventilation systems which are effective and capable of achieving 60 degrees Fahrenheit;
- 3.10 be equipped with childproof locks which must be engaged on all journeys involving children and for adults where specified;
- 3.11 be fitted with a "hands free" mobile telephone or radio;
- 3.12 must ensure the livery on vehicle reflects the operator awarded the contract. This includes front, rear visors and magnetic door stickers
- 3.13 Drivers must ensure their vehicle is showing clear signage of CCTV in use. Signage must advise if it is a visual footage/ audio or both.

SCHEDULE 4

CLIENT TRANSPORT AND CLIENT RECORD PROCEDURE (CTCR) – As Required

Driver and Passenger Escort responsibilities include a duty of care for the safety of special needs and vulnerable clients whilst in their care, where there is no Passenger Escort the responsibility is that of the Driver. Drivers have further responsibilities within the Public Passenger Act 1981 which require them to take reasonable precautions for the safety of passengers who are either boarding or alighting from a Vehicle or who are already on board the Vehicle.

As part of the excellent transport Service the Council requires, this schedule introduces a means of accurately monitoring each Client's: transport usage, journey duration, destination arrival time and safe hand over on a daily basis i.e. the Client Transport and Care Record (CTCR) procedure.

On the reverse there is a matrix that requires Driver and Passenger Escort (where appropriate to enter run number, destination, week commencing date and contracted arrival/departure times. Where a Driver arrives at a destination more than 10 minutes prior to the contracted arrival time this must be recorded on the CTCR also. Drivers are also to provide the Vehicle registration and ID badge number at the bottom of the matrix. Drivers must add the following information onto the matrix daily:

Heading	Action Required
----------------	------------------------

Client Name:	- Enter the name of all Clients scheduled to be transported
---------------------	---

AM PUT	- Enter the 'Pick Up Time' each Client is collected
---------------	---

HOT	- Enter the 'Hand Over Time' the Clients are transferred to an authorised person at their scheduled destination
------------	---

PM HOT	- Enter the 'Hand Over Time' each Client is delivered to their scheduled address
---------------	--

When a scheduled Client is not carried an "X" must be placed in the PUT & HOT boxes for that day.

At the bottom of the matrix is a box titled 'Driver Sign Off', for both AM and PM 'HOT'. The Driver must confirm that all Clients have been handed over and there are no Clients or Client property remaining on their Vehicle before initialling the signature boxes. This **must** be done at the AM destination prior to departure and at the last clients address PM. The Passenger Escort is responsible for confirming the aforementioned is correct by completing the 'Driver Name' and 'Passenger Escort Name' boxes before leaving the Vehicle.

Wherever a Passenger Escort is employed they are responsible for returning the completed record at the end of each week, where there is no Passenger Escort the responsibility is that of the Driver. The Passenger Escort or Driver responsible is to check that all boxes have been completed accurately and fully before returning the record.

Completed records must be returned by hand or post to the: Operational Contracting Coordinator (SEN/CTCR), Shearbridge Road, Shearbridge Depot, Bradford, BD7 1PU and must arrive no later than Tuesday following each completed week.

Compliance with this procedure forms a material part of this agreement, failure to return or losing the record initiating an investigation could lead to formal procedures. Representatives from the Council's PTS and schools will conduct random checks to ensure record accuracy. Drivers/Passenger Escorts are therefore to produce the record on request.

D



Run No:

Destination:
Week Commencing:

Contracted School Arrival Time:
Contracted School Departure Time:

	Monday		Tuesday		Wednesday		Thursday		Friday	
	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM
Client Name:	PUT	HOT	PUT	HOT	PUT	HOT	PUT	HOT	PUT	HOT
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
Driver Sign Off (Int):										
Driver Name (Print)										

Comments/Concerns needs response

Driver Badge No and Vehicle Registration Badge No. Vehicle Registration No.

City of Bradford MDC
www.bradford.gov.uk

SCHEDULE 5

CLIENT PROTECTION GUIDANCE

Policy – The Council takes concerns about client protection very seriously and all staff involved with the transport of clients, including children, young people and adults, need to know what to do if they are concerned about a client. Providers must ensure that their staff are aware of the following:

Local Safeguarding Children Boards - Every local authority in England and Wales has a Local Safeguarding Children Board (LSCB). This board is responsible for agreeing local child protection procedures that staff from all agencies are expected to follow, where they have a concern that a child may be being abused. You can visit the board's website at: www.bradfordscb.org.uk

Within the Council's PTS - The Principal Education Social Worker and the Child Protection Development Co-ordinator are key child protection people within education. Any member of staff employed in the transportation of SEN clients may seek advice from either of these people through the Council's PTS.

Types of Abuse - Clients may be subjected to: physical abuse, emotional abuse, sexual abuse and/or neglect. To find out more about how each of these forms of abuse affects children, young people, adults and the importance of responding appropriately, you may want to access child and / or protection training at some point.

What are some of the symptoms that a client is being abused? - If abuse starts happening to a Client their behaviour is likely to change – a calm Client may become loud and disruptive; a lively Client may become quiet and withdrawn. The Clients may present bruises and injuries that they have difficulty explaining or that are in places where it is difficult to hurt yourself accidentally, i.e. neck, cheeks, eyes, shoulders and the top of the arms. A Client may start hurting themselves, scratching or cutting themselves, binge drinking and drug taking, and in extreme cases, a Client may attempt suicide.

What if a Client tells you that they are being abused? - Take children, young people and adults seriously – it takes a lot of courage to tell. Never promise to keep what the Client tells you a secret – if the Client asks you to, tell them that you will have to tell someone else so that you can get them help. You can seek professional advice through contacting the Council's PTS.

Remember – it is not your job to establish whether or not the Client is telling the truth. It is your job to pass on concerns. Talk to someone. Client protection procedures need to be operated at the point of concern; it is not your job to investigate.

Punishment - Working with young people or people with special needs can be stressful and keeping control over a number of Clients can be difficult. However, staff must never use punishment. In using punishment, the member of staff commits an assault and criminal charges may be brought against him or her. If you are struggling to find ways of controlling groups of Clients or a particular Client, always seek advice from the Council's PTS. If you witness other staff using punishment, you must report this immediately to PTS.

Contact Telephone Numbers

To report any incident or concern or to gain advice, support and guidance please contact the Council's PTS on: 01274 436692 (SEN) or 01274 437961 (Social Care).

SCHEDULE 6

PROVIDER MONITORING

What is monitoring? It is an inspection of sub-contracted Vehicles, Drivers and Passenger Escorts carrying out work on behalf of the Council.

What does it involve? A representative of the Council (the “**Monitor**”), will board the contracted Vehicle. The Monitor will produce the Council’s identification and the Driver and Passenger Escort should allow them to begin their inspection. This will involve recording the Vehicle, Driver and Escort details and then carrying out a full inspection of the Vehicle.

The Monitor will use Schedule 7A (example only) to carry out a monitoring inspection.

Why monitor? The purpose of monitoring sub-contracted Vehicles, Drivers and Passenger Escorts is to ensure that;

- a. The Vehicle is fit for purpose
- b. The Driver and Passenger Escort are fully compliant to work on behalf of the Council
- c. The named Passenger Escort and Client(s) are collected/picked up
- d. The overall contract is compliant and operating to a high standard

Where will an inspection happen? At the school, centre or depot - the Monitor will board the Vehicle at any of these locations.

How often will inspections happen? Inspections will be carried out on both a periodic and random basis with a view to all Vehicles being inspected at least once every two years. Should the Council receive a customer complaint/query, an inspection may be instructed as part of the standard investigation process.

What if a Vehicle is not compliant? Dependent on the results of the inspection, the Council may decide to;

- a. take no action
- b. issue a formal warning and request that immediate improvement/corrective action be taken
- c. terminate the contract with notice
- d. terminate the contract with no notice

Can a Driver refuse to be inspected? Should a Driver refuse to allow a Council Monitor to inspect the Vehicle, this will be deemed as contract non compliance and may result in termination of the contract with no notice.

SCHEDULE 6A

Provider Monitoring check sheet

Date _____

Time _____

Operator Name _____

Contract

Reference _____

School/centre name _____

Scheduled arrival/departure time _____

Driver, Escort & documentation

Driver Name _____

Escort Name(s) where relevant _____

BMDC Authorisation No. _____

Badge No. _____

Vehicle Daily Check Sheet (signed by Dvr) _____

Data Protection checks _____

PTS audit ref _____

PTS Monitor Name _____

Vehicle

Vehicle Type

T	MB	WAV	PC
---	----	-----	----

Vehicle Reg. Number _____

Tax Expiry Date _____

No of Wheelchair Spaces _____

No of Seats _____

Child / Children Name(s): _____

Cont: _____

Cont: _____

Insurance Expiry Date: _____

MOT Status _____

Service History (12 month period) _____

12 Month Safety Inspection Planner _____

Defect Reporting System (+ Sign Off) _____

Historical Info (rolling 12months)

Previous complaints / issues / compliments

Any other info

External & Internal Inspection

	Compliant		Excellent	Minor	Serious	Dangerous	Comments
	Y	N					
Drop off / pick up procedure	Y	N					
External identification	Y	N					
Tyres	Y	N					
Lights	Y	N					
Ramp / wheelchair ramp working	Y	N					
Wheelchair clamps in order	Y	N					
Child locks activated	Y	N					
Seatbelts working	Y	N					
Baby / booster seat (if relevant)	Y	N					
First aid kit	Y	N					
Glass hammer	Y	N					
Fire extinguisher (o'licenced vehicles only)	Y	N					

Two-way radio working	Y	N					
Mobile phone hands free working	Y	N					
No smoking	Y	N					
Cleanliness	Y	N					
Special requirements (if relevant)	Y	N					
Driver attitude	Y	N					

Driver comments		
	Signed: _____	
Customer / School comments		
	Signed: _____	
Any action to be taken by PTS monitor		
Planning Manager Signature & Date	Sig: _____	Date: _____

SCHEDULE 7 – PAYMENT

The Provider is to ensure that all invoices for payment in accordance with this agreement are forwarded to:

City of Bradford Metropolitan District Council
Travel Assistance Service
1st Floor Margaret McMillan Tower
Princes Way
Bradford
BD1 1NN

Invoices must be received within the first 5 working days of each month. Invoices must contain the following details:

1. Your company name, address and contact details. If you are a limited company, you MUST put your registered address and registration number. If you are VAT registered, you must put your VAT number on.
2. Your VAT registration details must match you company registration details.
3. The company or organisation you are invoicing and its address. In this case you are invoicing Bradford Council.
4. A unique invoice number. This has to be different for every invoice you send.
5. The date the invoice is raised.
6. The goods or services supplied and the dates they were supplied.
7. The costs of the goods and services.
8. An invoice total.
9. Payment terms and your bank details.
10. Our Purchase Order (PO) number.
11. If you are VAT registered you must include a VAT amount, even if it is zero.
12. The run number/name of the Service journeys;
13. Contract reference No;
14. Dates of all journeys;
15. The Driver's and Passenger Escort's name.

Subject to an invoice being received within the first five working days of the month the Council shall aim to pay all invoices with 30 days of receipt of the invoice. The Provider's bank details must be supplied with the first invoice in order for a BACS transfer to be set up. Any further changes must be notified to the designated transport officer.

In certain circumstances and in certain periods transportation will not be required and shall not give rise to payment if you are notified before 7am prior to the booking. For example, in the event of poor weather and you are notified at 6.50am transport for the days is suspended this would not give rise for payment.

These periods include:

- a. school / centre holidays;
- b. school / centre training days;

- c. school / centre closures (severe weather conditions, burst pipes, no heating staff shortages etc.); and
- d. illness in the case of individual Services.

VAT

Contractors will be limited to a works value of £79k per annum unless they are VAT registered or they can evidence they are complying with HMRC current rules and regulations.

Please note that in some cases exemptions may apply and contractors should therefore refer to HMRC guidance

1. A company may not be required to register for VAT if all of the services they provide is zero rated or some of their services are zero rated and those that are not are less than the £79,000 threshold.
2. It is possible that some passenger transport services can be zero rated in the following specific circumstances that may apply:
 - If there are 10 or more seats in the vehicle or
 - in some circumstances where the vehicle is specially adapted for disabled clients

CPI

Inflation (CPI) will only be considered on an anniversary of the Contract to reflect only an increase in the Operator's operating costs and shall only be considered for agreement by the Council if reasonable, supported by documentary evidence and in any event to a maximum of the increase of the CPI over the previous 12 months. The Provider shall give the Council 14 days' notice of the implementation of any agreed increase.

SCHEDULE 8

DATA PROTECTION

MINIMUM STANDARDS FOR PROVIDERS

General Outline

The Council uses and provides restricted, confidential and sensitive information relating to Clients eligible for transport. In line with the nature of its business and as a matter of best practice, the Council continually reviews the security and protection of the data it holds and shares in accordance with the Government's Protective Marking Scheme (GPMS). GPMS provides consistent standards for the handling of restricted, confidential and sensitive information.

Using GPMS guidelines, Providers must continually assess the sensitivity of information they receive, hold and share and must consider the impact of any compromise should such information fall in to the wrong hands.

What is required of Providers?

Providers must at all times maintain a high level of care and vigilance when using or sharing confidential, restricted or sensitive information/data ("data"). The minimum security measures they **must** take to protect data is: -

Receiving and Holding Data

1. All data electronically downloaded from the Council to the Provider must be done so securely and stored in a secure location for the duration that it is required.
2. All data held by the Provider from the Council should not be accessible to any person(s) who does not need access to it to carry out their function in providing clients with transportation needs.
3. All data from the Council will need to be held securely and password protected if held electronically. Access to this data should be restricted to the person(s) who require it to carry out their function.
4. All data from the Council will need to be held securely in locked files if it is held manually. Access to this data should be restricted to the person(s) who require it to carry out their function.
5. All CCTV footage must be deleted within a 30 day period unless there is an ongoing investigation. If there is an ongoing investigation the relevant CCTV footage must be kept until the conclusion of the investigation.

Distributing and Using Data

6. Ensure that all employees have received guidance on how to deal with data and maintain a register evidencing this (including employee signature).
7. When data from the Council is in use, either in a manual or electronic format, the data should not be visible to the Public or anyone other than the person who is using the data at that time and who has entitlement to use that data.

8. All Data should be distributed only to staff that need the data as part of their function in providing a service to the client.
9. The distribution of the data to drivers and/or provider escorts should be handled securely either manually or electronically and should not be visible to any one other than the driver and/or escort responsible for transporting the service user.
10. The Driver and/or Escort who holds the data of clients, is required to properly safeguard the data to ensure it is not lost or disclosed to any other person(s).
11. The Driver and/or Escort should ensure that data relating to the service user will be kept out of sight and in a secure location at all times when not required for information purposes.
12. When data is being used for information purposes, it should not be viewable to anyone else.
13. Never give data over the telephone – ask for requests to be made in writing or take security details or call the individual back once the number has been checked.
14. Each operator must have a designated person who is responsible for CCTV footage.
15. The sharing of CCTV footage must be done either face to face or via encrypted email.
16. All CCTV footage must be stored securely and access to this information must be strictly confidential and only accessed by the designated person.

Disposal of Data

17. The Data relating to service users should be disposed of securely and as soon as it is no longer required.
18. A 6mm cross cut shredder or shredder scissors should be used to dispose of all personal data in relation to service users. Advice should be sought from PTS on suitable scissors.
19. All data should be disposed of by following instructions provided by the Council with the use of shredder scissors. A factsheet will be provided to ensure appropriate use of the shredder scissors.
20. All CCTV data must be disposed of within a 30 day period unless there is an ongoing investigation. If there is an ongoing investigation the relevant CCTV data must be kept until the conclusion of the investigation.

SCHEDULE 9

HACKNEY CARRIAGE/PRIVATE HIRE

MINIMUM STANDARDS FOR PROVIDERS

It is the sole responsibility of the Provider to ensure that where a vehicle or driver is not licensed by the Council the minimum standards set out below are met. Please note that the standards listed below are subject to change.

Provider

1. The Provider will be responsible for all aspects of service provision.
2. The Provider must ensure that drivers comply with the working time directive and are physically and mentally fit to undertake driving duties.
3. The Provider shall have an effective complaints policy in place that meets the minimum standards set by the Council.
4. The Provider must undergo operator training and periodic refresher training every 3 years.
5. The Provider must ensure that all work scheduled in relation to this contract is recorded in the booking records and will be supplied without delay to any council officer having reasonable cause to request.
6. The Provider will be subject to provider base checks carried out by a Council officer.
7. The Provider will be required to undertake a DBS check (not to an enhanced level) to ensure that they are a fit and proper person.
8. The Provider must have evidence that planning permission (to operate as a Private Hire Company) has been granted at the premises stated within the DPS application.
9. By signing this contract, the Provider authorises the Council to stop, suspend, revoke any licensed vehicle undergoing work in relation to this DPS.
10. The Provider must ensure all drivers and passenger escorts are authorised to work on the framework and have been issued with a passenger transport badge.
11. Driver and escort details are provided to the service upon awarding the tender. Any temporary/permanent changes of personnel must also be communicated to the PTS.
12. When placing a bid for a route they have the adequate resources already in place to honour the bid if they are awarded the contract. If you place a bid for a route without the resource in place, we will award to the next bidder and further action may be taken.
13. **No sub-contracting is permitted.** You are not permitted to use another operator or driver who is employed or working with another provider.
14. must ensure the livery on vehicle reflects the operator awarded the contract. This includes front, rear visors and magnetic door stickers
15. Passenger escort and driver ID badge have the name of the provider who holds the contract with the Council.

16. Operators must ensure they have records of drivers who are using CCTV in vehicles whilst carrying out service for Bradford Council.
17. Operators must ensure the vehicle has the correct signage to show the use of CCTV.
18. Operators must ensure all recording footage is encrypted.
19. Operators must have a designated person who can view footage and be authorised by Bradford Council. The designated person is responsible for ensuring they have had the appropriate authorisation to view the footage and the necessary IT packages in place to encrypt and send video footage.
20. Operators must ensure they seek permission from the Council's Passenger Transport Service before they view any footage/images or voice recordings.
21. Operators are responsible for ensuring all CCTV footage is deleted within 30 days. They must also make sure their drivers understand when data can be viewed and who they can share it with.
22. All CCTV recording equipment must be encrypted.

Drivers

1. Must be aged 18 or over and held a full driving licence for at least 1 year.
2. Will be required to have regular enhanced DBS at regular intervals as defined by the Council and also be signed up for the DBS update service. Will be required to have regular licence checks to be determined by the council.
3. Must undergo a minimum of ½ day initial training and be willing to undertake regular refresher training to be determined by the Council on the following subjects:
 - a. Hackney Carriage /Private Hire Conditions and Procedures;
 - b. Disability and Equality Awareness;
 - c. Customer Care and Personal Safety;
 - d. Roles and Responsibilities, Safety and Security of Wheelchair Passengers; and
 - e. Other training modules may be added at the discretion of the Council.
4. Must notify the Council of any convictions, cautions or motoring offences and of any pre-conviction information.
5. Must undergo a knowledge test of the Bradford district.
6. Will be subject to instruction and audit checks by Council enforcement officers.
7. Must have completed a DSA driving test or approved driving test if licensed after June 2012.
8. Must show proof of any formal training in the safety and security of wheelchair passengers where the vehicle is wheelchair accessible.
9. Must not be under the influence of alcohol, medication or drugs and be physically and mentally fit to undertake the duties of a driver
10. Must provide medical evidence that they are fit to undertake driving duties.

11. Must wear Hi Visibility vest outside of the vehicle when performing a service on behalf of the Council.
12. Drivers must ensure they have the correct signage in their vehicles to show CCTV is in use.
13. Driver must ensure they do not allow anyone to view the CCTV footage unless they are asked to do so by their designated person.
14. Drivers must ensure that all footage is encrypted.

Vehicles

15. Vehicles must have a scheduled maintenance programme in place in accordance with the vehicle manufacturers requirements.
16. Vehicles must undergo an annual safety inspection which will be carried out at Shearbridge Depot, Shearbridge Road, Bradford BD7 1PU.
17. Vehicles will be subject to short notice random inspections by the Council enforcement officers.
18. Vehicles will be subject to the following age limits:
 - a. Cars must be less than 10 years old; and
 - b. WAV must not be greater than 12 years old
19. Vehicles must have appropriate signage in the vehicles to notify service users they are being recorded. Signage must advise if it is a visual footage/ audio or both.

SCHEDULE 10

PSV/PCV OPERATOR LICENCED VEHICLES

MINIMUM STANDARDS FOR OPERATORS

It is the sole responsibility of the Provider to ensure that the minimum standards below are met. Please note that the standards listed below are subject to change.

Operator

1. will be responsible for all aspects of service provision
2. must hold either a standard or restricted Operators Licence issued by the Traffic Commissioner
3. Immediately notify the Council of any issues relating to the operator licence which have or are being dealt with by the Traffic Commissioner/VOSA.
4. Must have evidence that planning permission (to operate PSV/PCV vehicles) has been granted at the premises stated within the DPS application.
5. Must ensure that drivers comply with the working time directive and are physically and mentally fit to undertake driving duties.
6. Must have an effective complaints policy in place that meets the minimum standards set by the Council.
7. Must make proper arrangements to ensure that:
 - a. The laws relating to the driving and operation of vehicles are observed.
 - b. The rules on driver's hours and tachographs are observed and proper records kept.
 - c. Vehicles do not carry more than the permitted number of passengers.
 - d. Vehicles, including hired vehicles, are kept in a fit and serviceable condition.
 - e. Drivers report any defects that could prevent the safe operation of vehicles promptly, and that any defects are promptly recorded in writing.
 - f. Records are kept (for 15 months) of all safety inspections, routine maintenance and repairs to vehicles, and made available on request.
 - g. All recruitment of passenger escorts is done in line with the guidance set by the Government.
8. May be subject to short notice random inspections by the Council enforcement officers.
9. Ensure all drivers and passenger escorts are authorised to work on the framework and have been issued with a passenger transport badge.
10. When placing a bid for a route they have the adequate resources already in place to honour the bid if they are awarded the contract.
11. No sub-contracting is permitted unless authorised to do so by a council representative.
12. must ensure the livery on vehicle reflects the operator awarded the contract. This includes front, rear visors and magnetic door stickers
13. Operators must ensure they have records of drivers who are using CCTV in vehicles whilst carrying out service for Bradford Council.
14. Operators must ensure the vehicle has the correct signage to show the use of CCTV.

15. Operators must ensure all recording footage is encrypted.
16. Operators must have a designated person who can view footage and be authorised by Bradford Council to view any footage from CCTV cameras onboard home to school and social care contract work.
17. Operators must ensure they seek permission from the Council's Passenger Transport Service before they view any footage/images or voice recordings.
18. Operators are responsible for ensuring all CCTV footage is deleted within 30 days. They must also make sure their drivers understand when data can be viewed and who they can share this with.
19. All CCTV recording equipment must be encrypted.

Vehicles

20. Whilst undertaking PSV operation all vehicles must display the identity disc issued under the Operators Licence and clearly showing the following:
 - a. Operator name
 - b. Licence no
 - c. Expiry date
 - d. Type of licence
 - e. Issuing authority
21. Operators must have a scheduled maintenance programme in place and in accordance with the operator licence.
22. Vehicles may be subject to short notice random inspections by the Council enforcement officers.
23. Operators must have appropriate signage in their vehicles to notify service users they are being recorded. Signage must advise if it is a visual footage/ audio or both

Drivers

24. Must have undergone an enhanced DBS is signed up to the DBS update service and authorises Passenger Transport service to carry out 12 weekly enhanced DBS and DVLA drivers licence checks in accordance with the driver suitability policy
25. Must wear Hi Visibility vest outside of the vehicle when performing a service on behalf of the Council
26. Must undergo training at regular intervals as specified by the Council which involves child protection, dealing with challenging behaviour, disability awareness, self protection and the Council's procedural training. Additional training modules may be added to requirements at the discretion of the Council.
27. Must not be under the influence of alcohol, medication or drugs and be physically and mentally fit to undertake the duties of a driver.
28. Must ensure that the rules on driver's hours and tachographs are observed and proper records kept.

29. Must report any defects that could prevent the safe operation of vehicles promptly, and that any defects are promptly recorded in writing.

30. Drivers must ensure they have the correct signage in the vehicles to show CCTV is in use.

31. Drivers must ensure they do not allow anyone to view the CCTV footage unless they are asked to do so by their designated person.

32. Drivers must ensure that all footage is encrypted.

Schedule 11 – Provider Grading

Grading	Applies to	Categories	Considerations
Red	Non-compliant performance	Licensing	Non compliance with licensing requirements: <ul style="list-style-type: none"> • Conditions • Safety • Complaints
		Training	Driver/Escort not trained, expired or no records
		Communications	Failure to communicate effectively and/or timely
		Safety	Any serious safety or safeguarding failure
		Sub-contracting	Without pre authorisation
Amber	New Providers	All	6 month probationary period monitoring
	Compliant performance	Licensing	Audit/base check pass
		Training	All staff compliant with training requirements
		Communications	Communicates effectively and timely (written & verbal)
		Safety	No safety or safety related failures
Green	Proactive evidence of working with F & TS in respect of: Safety and Value For Money (VFM)	Licensing	First time audit/base check pass or commendation
		Training	Evidence of pro-active training culture
		Communications	Evidence of communication excellence (internal/external)
		Safety	Evidence of pro-active safety culture / record
	Proactive evidence of working with F & TS in respect of Social Value	Licensing	Evidence of employment opportunities for local communities
		Safety	Evidence of reduced environmental impact (vehicles)
		Training	Evidence of educational and learning support