

SERVICE SPECIFICATION

being part of the

SUPPLIER AGREEMENT

(Schedule 1)

**FOR THE PROVISION OF PASSENGER
TRANSPORT SERVICES**

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1. Introduction

- 1.1 The London Borough of Bexley is implementing a Dynamic Purchasing System (DPS) and inviting suitably qualified and experienced Licensed Taxi Operators (Service Providers) to join an Approved List, principally for Special Education Need and Disability (SEND), Social Care (Adults) Transport, but including other user groups as required.
- 1.2 Section 509(1) of the Education Act 1996 requires a Local Authority to decide whether or not it needs to make arrangements for provision of transport for each pupil with a statement of need or Education and Health Care Plan. If a Local Authority decides that assistance with travel is necessary, then it must decide what form of travel is suitable and then organise it. Travel Assistance is provided for children, to and from school or other educational establishment, respite/short break provision, or where transport has been authorised on medical grounds/social need both within and outside the Boroughs.
- 1.3 Bexley Council has a duty under the Children Act 1989 (amended in 2004) (including all associated Regulations and Guidance) and the Care Standards Act 2000 to safeguard and promote the welfare of children. From time to time taxi services will be required for Social Work staff and/or Children and Young People to fulfil this duty. Where a child or young person is subject to a criminal or welfare secure order this may include the provision of secure transport.
- 1.4 The Care Act 2014 is the most substantial piece of legislation relating to adult social care to be implemented since 1948. It has taken previous legislation, common law decisions and other good practice guidance and consolidated and clarified them. The provisions of the Care Act fundamentally change the existing eligibility criteria for social care support. It emphasises supporting people's independence and focuses on what people want to achieve; and how they can achieve these outcomes themselves. The Act recognises that some support can be too restrictive and may increase people's dependence on support rather than helping them to help themselves.
- 1.5 The Care Act also requires social workers to consider how an individual's assessed needs can be met by their family or social networks and the person's assessment will identify the assets or support they already have in order to fulfil their needs. The Care Act recognises the pressure on Social Care budgets across the country which is why a key part of the Act promotes support which is least restrictive; as well as cost effective.
- 1.6 The DPS Approved List will not be exclusive nor be limited in the number of Service Providers that may join. The List will remain open throughout the life of the DPS, to any suitably qualified and experienced Service Provider, subject to their satisfying the entry requirements.
- 1.8 The DPS Approved List and Transport Routes will be created and be managed entirely electronically in accordance with Public Contract Regulations 2015, Regulation 34.

2. Summary of Key Outcomes

- 2.1 The aim of the service is to provide a safe, sensitive and reliable transport service to meet the needs of Passengers, who may be children, young people or adults, they may be vulnerable and may have additional and special needs. Travel assistance may be required to/from schools/colleges, day centres, community services, short breaks, residential / foster placements, supervised contact centres and other establishments.
- 2.2 The needs of the Passenger are key factors in the conduct of this contract and are as follows:

Safety - The safety of each Passenger under your care is the most important element. It should be evident in every aspect of the service including staff employment and training, operational processes, and vehicle (and associated equipment such as Wheelchair restraints and car seats), procurement, record-keeping, communication of exceptions and incidents, and vehicle and equipment maintenance. Where specialist/secure transport is provided the vehicle must meet the required standards.

Sensitivity - Providers and their staff must maintain a very high level of customer service and understanding of the needs of the Passenger groups. Staff turnover and variations in their schedules should be minimised to relieve or prevent anxiety amongst vulnerable Passengers.

Reliability - Vehicles should consistently arrive in a timely manner at the specified collection and destination points.

3. Purpose of the Services

- 3.1 The objective of the Services is to provide a safe, reliable and timely transport provision for identified users, in a manner sensitive to their established needs. Transport requirements are subject to frequent change and it is therefore important that the service provision is flexible and able to react quickly to changing circumstances and requirements without detriment to the specified quality standards. When exceptional circumstances arise, the council requires Providers to take suitable actions to maintain good standards of service, and these are detailed in subsequent sections.
- 3.2 Service Providers Drivers, Passenger Assistants and other staff undertaking the service, shall show understanding and empathy towards all Passengers. Travel assistance services can be provided to the following groups:
- Transport for children attending special schools, specialist units, mainstream schools and any other educational establishments both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
 - Transport for children, to and from respite and/or Looked After Child (LAC) placement /supervised contact provision both within and outside the boundaries of the borough. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
 - Transport for children where transport has been authorised on medical grounds or social need, both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
 - Transport for adults with varying disabilities, to and from community support services, respite centres and other provision both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
 - Transport for older persons, to and from community support services, treatment sites, respite care and locations such as day centres, and other activity sites both within and outside the borough. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
 - Some clients elect to manage some or all of their needs using funding agreed with Bexley Council for their care, for instance a Personal Budget or Individual Service Fund, and may also engage transport arranged by the council to meet part of their needs.
 - The council cooperates with multiple funding partners to procure transport on behalf of Passengers, and may indicate this on the record of any Passenger's needs for administrative purposes. Providers may not discriminate in their treatment of any cases within the contract, including their funding arrangements.
 - The Council may offer to private individuals in the community opportunities to take up spare seating capacity on any route, and would require the Provider to allow those individuals onto and off the vehicle at specified locations to be agreed between the individuals and the council. In the event that this affected the route and or timings, the route schedule would be amended and revised terms agreed with the Provider.

4. Service Requirements

- 4.1 The requirements of the Services are set out in this Service Specification.
- 4.2 The scope of the Services may be modified only by the decision of the Council's Authorised Officers. This includes the council responses to legislative change.

5. Expectations of the Provider and partnership working

- 5.1 The Council expects all its Service Providers to work towards a common goal of providing a high quality service to the users of the service, the Council and the public in general.
- 5.2 The Council desires to work in partnership with Service Providers for service delivery and development with a mutually beneficial approach to problem solving.
- 5.3 The Service Provider will be expected at all times to:
 - Behave and to deliver services in a way, which supports the Councils' vision to deliver a consistently high quality service to the individual Passengers, the Council's clients and customers in receipt of transport assistance, ("Passengers") while ensuring no actions are taken which could be construed to undermine their rights, choice of services, or ability to travel and live independently.
 - To ensure, by careful service planning and monitoring of delivery, that the services are delivered to the required quality, within agreed budgets and are capable of being amended and/or improved to meet changing needs, that lie within the scope of this specification.
 - To seek the views and, wherever possible, encourage the participation of Passengers in assessing the quality of the services provided.

6. Passenger Characteristics

- 6.1 The majority of the Passengers to be transported under this contract will be vulnerable, have Special Educational or Additional needs. Such needs may include physical disabilities and /or additional learning needs such as autistic spectrum disorder, communication, or emotional and behavioural difficulties. Some Passengers can exhibit challenging behaviours including aggression or withdrawal, and these traits can be difficult to control. Some Passengers may be under the influence of medication that will impair their ability to communicate.
- 6.2 Others may be visually or hearing impaired or have conditions such as epilepsy and could be prone to fits. Some physically disabled Passengers may have specialised wheelchairs / buggies / frames which may need to be transported with them to their named provision.
- 6.3 All Drivers, Passenger Assistants, Walking Assistants, Travel Trainers and other staff involved in the Services shall show understanding and empathy to all Passengers carried, talking through the reasons for changes the planned arrangement, for example a diversion as dictated by a road closure. They shall treat people with respect and in a dignified manner. The physical and emotional well-being of Passengers is of paramount importance and must be maintained at all times. The quality of transportation to and from destinations could affect their emotional welfare, subsequent behaviour and quality of life.
- 6.4 The same courtesy and consideration must be shown to families and carers of Passengers present at collection and/or drop-off, and those whom the council may agree to additionally travel on contracted vehicles as or in lieu of a Passenger Assistant, accompanying an individual Passenger.
- 6.5 Overview of potential Passengers of the service:

- Older people who may be frail and/or need assistance in putting on outdoor clothing. They may also suffer from conditions such as Dementia or Alzheimers, which can inhibit their comprehension or ability to communicate and or comply with requests or instructions.
 - Passengers may have one or more forms of disability. These may include physical disabilities and/or learning, communication or emotional and behavioural difficulties.
 - Passengers may be visually or hearing impaired or have conditions such as epilepsy and could be prone to fits.
 - Passengers may have specialised wheelchairs and frames which need to be transported with them.
 - Some Passengers can exhibit challenging behaviour and/or aggression or withdrawal, and these traits can be difficult to control. This includes people who are a flight risk and who may be listed on secure orders.
 - Vulnerable passengers who are experiencing the trauma of moving between placements or leaving home.
- 6.6 Some Passenger journeys will require one or more Passenger Assistants to be provided to accompany Passengers. The council will specify whether Passenger Assistant(s) are to be provided by the council or by the Provider, and where they should join and leave each route.
- 6.7 Some Passengers may require special seating, reserved additional space for mobility equipment or wheelchair and/or access by tail lift.
- 6.8 This Service Specification covers the transportation of all Passengers; Service Providers may also be required to transport parent/carer's who provide care for them that has been agreed with the council
- 6.9 Some Passengers will also require the transportation of their guide dog or hearing dog. The Service Provider will be responsible for ensuring these provisions are adhered to at all times
- 6.10 Concerns about the transport of any individual must be raised immediately with the Authorised Officer at the earliest opportunity. Service Providers and their staff must not make changes to transport arrangements without the prior agreement of the Authorised Officers.

7. Route Schedules, Pricing & Route Variations

- 7.1 The Council will provide the Provider with a route schedule. The schedule will provide details of the Service Users, if Passenger Assistants are required, pickups, destinations, and arrival times. The Provider will not make unauthorised changes to the route schedule. However, any proposed changes must be notified to and approved by the Council before being implemented. The Council retains the right to vary or terminate routes as required. Reasons for variations might include but are not exclusive to:
- Value for money;
 - Route sharing opportunities;
 - Addition or removal of Service Users;
 - Educational reasons;
 - Needs of Service Users;
 - Failure to provide the Services (default notice);
 - Poor customer service
 - Continued lateness
 - Vehicle quality

- 7.2 The Council will communicate any changes to the routes to the Provider at least 24 hours in advance where possible.
- 7.3 The provider must immediately advise the Council if the notified schedule route times result in early/late arrivals at destinations
- 7.4 The Council will pay the 'best price' as identified during the bidding process for the route ensuring that service standards and specific requirements can and will be met. Awarding criteria is detailed in the operation guide & published requirements.
- 7.5 The Council will not accept any automatic cost escalators.
- 7.6 The Council may accept variation to scheduled routes where the Provider can show that the variation is beyond the reasonable parameters of the original scheduled Route. Reasonable parameters apply in respect to variations to:
- Change of support need of the Service Users; or
 - Change of pick up location of the Service Users as they occur.

Reasonable parameters to changes in lengths of journey are defined as:

- Distance travelled (applicable to a single journey):
 - Up to 10 miles, 30% increase in distance travelled; and
 - Over 10 miles, 20% increase in distance travelled.
- Change of vehicle type – increase/decrease in number of seats.

8. Safeguarding of Passengers

- 8.1 Service Providers on the DPS Approved List will be responsible for transporting some of the most vulnerable children, young people and adults in the borough, sometimes over long distances.
- 8.2 The Service Provider has a duty of care for the people they transport and is responsible for ensuring that they reach their destination safely and do not experience stressful journeys that make them anxious or upset.
- 8.3 All Service Providers must have an up to date Safeguarding Policy covering vulnerable children, young people and adults that complies with the London Multi-agency Safeguarding Policy and Procedures, and section 42 of Care Act 2014. The Service Provider's own Safeguarding Policy must continually be updated to reflect changes made to these sources. All Drivers and Passenger Assistants must have good knowledge and understanding of this Policy.
- 8.4 All staff that have contact with children, young people or vulnerable adults or have access to their personal details must have a current Enhanced Disclosure and Barring Service (DBS) check. If the DBS check is not clean, the member of staff it relates to must NOT be deployed on services to the Council until such time as the Council has considered the matter and provided a positive decision. The Council will confirm in writing when such persons are approved to deliver, or resume services.
- 8.5 All staff that come into contact with children, young people or vulnerable adults must undergo relevant Child Protection / Safeguarding training, this must be refreshed at least every 2 years which includes behaviour management strategies. All staff must know the correct referral procedure to report any safeguarding issue to the relevant organisation. The

Council may spot check staff training records to ensure Service Providers are meeting this requirement and during the tender process will need to see and approve the providers safeguarding policy.

- 8.6 All staff that come into contact with children, young people or vulnerable adults must ensure that the relationship boundaries between Passengers and staff are maintained. Staff are required to be friendly and courteous to their Passengers and engage in conversation but must maintain a professional distance at all times.
- 8.7 If any member of staff witnesses inappropriate behaviour or bullying by other Passengers or members of staff at pick up, drop off or during the journey then this must be reported immediately to the Council's Authorised Officer(s).
- 8.8 In order to ensure Passenger safety the Driver and/or Passenger Assistant must only take route instructions from the Council. Once the Passenger is on board transport they are the responsibility of the provider and should be transported only as directed. The Service Provider should only transport the named individuals it has been instructed to carry. Under no circumstance should any person(s) other than the named Passengers be transported at the same time unless specifically directed by the Council.
- 8.9 When transporting solo Passengers the Driver must ensure that the Passenger sits in the back seat and not in the front seat next to the Driver.
- 8.10 When transporting children or young people back to their home, if the parent/carer are not home when the transport arrives then the Driver must follow the procedure set out in **Appendix 2: Procedure if Parent/Carer Not At Home.**
- 8.11 When transporting vulnerable adults requiring supervision; if the expected parent/carer/staff member/Service Provider is not available as expected on arrival at destination then the Driver must follow the procedure agreed beforehand with the Council.

9. Service Standards

- 9.1 Service Providers must meet minimum requirements to ensure a safe, timely journey such that Passengers do not experience a stressful journey or become anxious.
 - i. To avoid late completion of journeys, drivers should arrive 5 minutes before the first designated pick- up time on each outbound or return journey; and on the remainder of each outbound or return journey, should wait only 3 minutes for the Passenger at each subsequent designated collection or drop-off location. If passenger is delayed boarding the vehicle the driver must follow the protocol outlined in section 17 of the service specification.
 - ii. Service Providers must ensure that all assigned routes are effectively resourced in terms of suitable vehicles, Drivers and Passenger Assistants. Drivers must ensure that they are acquainted with local parking and access at the pick-up / drop off locations
 - iii. The Service Provider must ensure that it maintains a proper and retrievable record of the named Driver and Passenger Assistants who undertakes the Services on every given run and shall provide these details to the Council upon request
 - iv. Drivers and Passenger Assistants must be dressed in professional and appropriate clothing and footwear at all times, and wear proof of identification as detailed in section 11.1 xxi .
 - v. Drivers must have knowledge of the geographical area and driving conditions, and drive an effective route plan taking in the agreed collection points in sequence, and to work to keep journey times to a minimum. The council will supply Providers with an effective Collection order. The council expects Providers to work in partnership with

- the council wherever there may be a need for change to the arranged route plan.
- vi. Service Providers shall ensure (allowing for holidays and other absences) continuity of the crew members (Driver and Passenger Assistant etc) assigned to undertake each route in order to minimise disruption of service for Passengers, who can become anxious by such changes. If there is to be a change, families/carers and the Council should be notified by the Service Provider of the nature of the change as soon as is reasonably practicable and the new Driver and/or Passenger Assistant introduced to the family/carers if possible before the change.
 - vii. Drivers must politely alert their Passenger(s) and/or their parents/carers to the vehicle's arrival at the collection point, i.e. by knocking on the door or by some other suitable means that makes their presence known (and not by sounding the vehicle's horn) and then waiting for audible and/or visible recognition from the Passenger(s) and/or their parents/carers.
 - viii. In a small proportion of cases, Passengers details may include a required bespoke notification to Parents/Carers that has been agreed in advance with social care or education workers. For example this could mean telephoning a mobile number 30 minutes ahead of collection, to allow those helping the Passenger to get them ready.
 - ix. Responsibility for movement of Passengers between vehicle and home, collection point or destination:
 - Parent/Carers of Children or Young People are required to escort them to, and collect them from the Providers vehicle.
 - Family/Carers of Adults are not required to escort them to, and collect them from the Providers vehicle. Therefore, the crew must be prepared and able to assist passengers to and from the vehicle.
 - x. When collecting and dropping off Passengers, Drivers must only park where it is safe to do so and where it is safe for the Passenger to access their chosen destination. When a vehicle is parked in a location which requires Passengers to cross a road in order to gain access to either the School/activity/treatment or service or the vehicle, then Drivers/Passenger Assistants are expected to assist Passengers as necessary to ensure their safety.
 - xi. Service Providers must have a contingency plan for any unavoidable delays or Driver absences which includes timely communication with parent/carers or adult service users, as well as the Council and methods for alternative solutions.
 - xii. In the event of short notice, school/service closure the Service Provider must have adequate transport available to ensure that Passengers are picked up from their location and transported home.
 - xiii. Drivers must assist wheel chair Passengers and those with limited mobility to access and exit vehicles
 - xiv. Drivers and Passenger Assistants are expected to hand over Adult Passengers at the threshold of the building/destination i.e. its main door, entrance or reception.
 - xv. Children and Young People attending schools and colleges are to be handed over at the location that has been specified: usually either the school gate (open to foot traffic only), or a specified vehicle pull in or layby designated for passenger vehicles, or a locked vehicle gate within the school or college grounds. This will be detailed in the Route Plan passed to the Provider.

9.2 Performance measures will be used to assess the performance of the Service Provider periodically to ensure the Services are being performed to the required standard. The performance measures will seek to continually raise service delivery of the market. Aspects of a Service Providers delivery which will affect any performance measure include:

- Reliability of service (Journey times)
- Management and compliance of safeguarding procedures/protocol
- Responding to requests for information within agreed timescales
- Customer satisfaction/feedback
- Recruitment and training compliance
- Vehicles standards & compliance

Note: This is not an exhaustive list

- 9.3 Where performance measures indicate that service delivery is below the required standard then action may be taken by the Council. Action will include:
- Issue of instruction for corrective measures (Default Notice under the Supplier Agreement)
 - Suspension of the Supplier Agreement thereby preventing the Service Provider from bidding for new work during a specified time period
 - Immediate termination of routes (Service Agreements)

10. Vehicle Requirements and Environment

- 10.1 Service Providers must meet minimum requirements to ensure a safe and comfortable journey for Passengers:
- i. Service Providers must ensure that all vehicles and drivers are appropriately Licensed and Insured, with or without wheelchair access as required or PSVs with or without wheelchair access as required.
 - ii. All vehicles must be compliant with the London Emissions Zone (LEZ) requirements in relation to CO2 emissions.
 - iii. Service Providers shall ensure that vehicles are maintained in a clean, tidy and well-ordered condition both inside and outside.
 - iv. The Service Provider must allow officers of the Council to inspect the vehicles and documentation used for this contract, at any time the Authorised Officer so requires.
 - v. Service Providers shall ensure that the windows of the vehicles are kept clean and unobstructed to afford Passengers a good view of the outside environment.
 - vi. Service Providers shall ensure that its Drivers and Passenger Assistants understand and take into account that some of the Passenger(s) may be particularly sensitive to the internal environment of a vehicle with regard to odour, volume levels etc. e.g. from the vehicle's or other Passenger's radio or other electrical devices. The Service Provider shall ensure that any music or other material which is played in the vehicle is always appropriate for the age and needs of the Passengers who are being transported and is not played at a volume which may distract the Driver or cause any discomfort to the Passengers and that the preferences for the type of music; or indeed no music (if that is requested) of Passengers always take priority over the preferences of the Driver and/or Passenger Assistant.
 - vii. In order to ensure comfort and minimise the likelihood of stress for Passengers, the Service Provider shall ensure that its Drivers and Passenger Assistants shall maintain the temperature and ventilation in each vehicle at a level in all weathers which is comfortable for the Passengers who are being transported.
 - viii. All vehicles shall either be equipped with, or the driver shall be provided with, adequate means of receiving instructions from, and transmitting information to, the Service Provider's controller at all times while providing the Services. The Service Provider's rates and prices shall include for this provision. The Council may require from Providers a detailed method statement for this provision including compliance with data protection legislation, -see section 26. - Data Protection Legislation.
 - ix. Unscheduled stops are prohibited, and Drivers must ensure that unscheduled stops are not practiced on any journey for the Council
 - x. The Provider must ensure that Drivers do not divert vehicles, carrying out services from the agreed route/schedule, nor stop vehicles anywhere other than at agreed destinations, except in an emergency. Under no circumstances are stops to be made at shops, cafes etc...

- xi. Providers are to ensure that the vehicles carry sufficient fuel to complete the journey prior to commencing the service. The provider must ensure that under no circumstances should a driver be refuelling a vehicle while the service users are on board the vehicle, unless in an emergency.
- xii. The Service Provider shall ensure (where required by licencing) that vehicles carry a clearly marked First Aid Box and fire extinguisher, which should comply with the Health and Safety (First Aid) Regulations 1990 or equivalent.
- xiii. All vehicles that are used by the Service Provider to transport children who are attending Primary School must have child locks fitted and engaged to the Passenger compartment throughout each journey. For some secondary school aged children and adult Passengers child locks may also be required. The Council will confirm to the Service Provider when this provision is required.
- xiv. Vehicles used for secure transport may require Passenger Assistants trained in restraint techniques and will require vehicles modified to reduce passenger flight risk. This is likely to include vehicles with locks on the back doors and a secure screen between the passenger compartment and driver.
- xv. For wheel chair passengers, Service Providers must have a wheelchair tie-down and occupant restraint system (WOTRS) that allows a wheelchair to be secured to the vehicle floor, and the Passenger in the wheelchair to benefit from a properly fitted seatbelt system.
- xvi. Where the route involves transporting Passengers who are able to walk and present a known flight risk, the Provider will carry and fit harnesses suitable to each Passenger. Usually these specialist harnesses will be made available by the Council as equipment issued to the Passenger.
- xvii. When a route involves carrying smaller children, the Provider will be required to supply, maintain and operate suitable child booster seats. All vehicles should have the correct child seats for the height of any child they are transporting. These seats should be secured according to manufacturers' guidelines and kept clean
- xviii. Where the vehicle is transporting Passengers in wheelchair(s) the vehicle must carry belt cutters to free Passengers in case of an emergency.
- xix. The council requires that vehicles be kept and maintained in good condition, and may require the Provider to supply a detailed analysis of the fleet to be deployed for Passenger duties, including backup vehicles.
- xx. The Council reserves the right to perform spot checks on an ad-hoc basis to confirm that the appropriate legal and operational cover is in place for any Driver providing Services under this Service Specification.

11. Operational Requirements of Providers

11.1 The Service Provider must ensure that throughout the term of the agreement that they meet the following minimum requirements:

- i. Taxi Companies and Private Hire Companies must hold a Private Hire Operator Licence.
- ii. Sole Trader Drivers or drivers working for a company must hold a current Private Hire or Taxi Licence
- iii. Service Providers must comply with all Transport for London Taxi and Private Hire Policies, Standards and Guidance. (<https://www.tfl.gov.uk/corporate/publications-and-reports/taxi-and-private-hire?intcmp=3162>)
- iv. Service Providers shall be responsible for all registration fees, test fees and licences in respect of vehicles and drivers thereof.
- v. Service Providers must provide each day at least one (1) fully operational continuously staffed telephone at least 30 minutes before the start and 30 minutes after the end time of the route or at least between 08.00 and 18.00 hours to enable officers of the Council to contact the Service Provider without undue delay. An out of hours contact number should be available. The Service Provider shall immediately notify the Council of any changes in telephone numbers and e-mail addresses.
- vi. Service Providers must at all times during the term of the DPS Approved List and at the Service Providers expense, ensure that all of the Vehicles conform with all present and future legislation which is relevant to the construction, use and operation of the vehicles.
- vii. Service Providers are responsible for ensuring all drivers have valid Driving Licenses.
- viii. Service Providers are responsible for ensuring **all Drivers and Passenger Assistants** undergo an Enhanced Disclosure & Barring Service check (and met the necessary thresholds), this is a condition before they can be deployed in providing the Services to the Council. Any DBS checks that mature beyond the 3 year period during the life of the Service Agreement **MUST** be refreshed by the Service Provider at their expense. The only exception to this condition is where a subscribed Update Service is in place and the Service Provider undertakes to perform regular (at least annual) checks for any changes to a persons DBS record.
- ix. Service Providers must immediately bring to the Council's Authorised Officer's attention any DBS checks that are not clean, the member of staff it relates to must **NOT** be deployed on services to the Council until such time as the Council has considered the matter and provided a positive decision. The Council will take into account the type of offence, the amount of time lapsed since the offence was committed and whether the offence(s) is relevant to the Services being delivered to the Council.
- x. Service Providers are responsible for ensuring that any Drivers or Passenger Assistants from outside the EU (and within the EU following Brexit) have valid Visas / Permission to Work.
- xi. Service Providers must ensure that all staff who come into contact with children, young people or vulnerable adults have undergone relevant Child Protection / Safeguarding training at least every 2 years and that all staff know the correct referral routes to report any safeguarding issues to the relevant Organisation. The content of Safeguarding training must include behaviour management strategies; and all vehicle crews must be familiar with the proper contacts at the destinations they serve, with whom to escalate behavioural issues.
- xii. Service Providers must ensure that all Drivers and Passenger Assistants attend,

- complete and pass any mandatory training which is provided for them by the Council from time to time during the term of this agreement.
- xiii. Service Providers must ensure that all vehicles delivering a service to the Council are road worthy in accordance with the requirements for that type of vehicle laid down by Transport for London.
 - xiv. Service Providers must have the minimum levels of public liability insurance and employee liability insurance as stated in the Supplier Agreement.
 - xv. Service Providers must ensure that all Drivers have the correct level of Public Hire / Motor insurance as specified by Transport for London requirements.
 - xvi. Service Providers shall be responsible for submitting claims against their own insurance policies for any damage caused by Passengers. The Council shall **NOT** accept any such claims made by Service Providers.
 - xvii. Service Providers must ensure that its Drivers and Passenger Assistants do not perform any Services whilst under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance.
 - xviii. The Council may if it suspects that any Driver or Passenger Assistant is under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance:
 - serve notice on the Service Provider to require it to suspend / terminate the Driver/Passenger Assistant from providing the Services under this Agreement;
 - prevent Passengers travelling with the Driver or Passenger Assistant concerned;
 - inform the Police of any suspected offence.
 - xix. Service Providers will not be entitled to any payment from the Council nor shall it be entitled to make any claim for any losses or expenses or any period of suspension incurred as a result of a Driver or Passenger Assistant suspected of being under the influence of either alcohol, prescription drugs, other drugs or any other substance which would affect the Driver's or Passenger Assistant's performance.
 - xx. Service Providers are required to comply with all current and future Legislation relating to Drivers' hours and rest periods. Service Providers shall put in place procedures for monitoring the hours worked by Drivers and Passenger Assistants (including dual employment) to comply with all current and future UK and EU regulations including the Working Time Regulations 1998 / Directive.
 - xxi. Service Providers are responsible for issuing identification badges to all its staff engaged on the provision of the Services bearing a photograph of the employee and stating the following:
 - The employee's name
 - The Service Provider's name
 - The Service Provider's telephone number
 - xxii. Service Providers must comply with all current and future policies and procedures of the Council offering the route. Relevant policies, procedures and legislation are listed at **Appendix 3** to this Service Specification.
 - xxiii. Service Providers shall allow designated representatives or employees of the Council, to inspect records, vehicles or maintenance facilities that directly relate to the provision of Services to the Council. In most circumstances the provider will be given reasonable advance notice of an inspection. If as a result of an incident or allegation being made against the provider that requires immediate investigation then the Council may undertake an inspection with little or no notice to the provider.
 - xxiv. The Service Provider must have a procedure in place to deal with complaints from Passengers, parent/carers, schools/colleges, day care centres and other establishments related to the Services. Providers must properly and securely record and report complaints to the Authorised Officer,

11.2 Risk Assessment, Care-Plans, and Duty of Care – Providers must at all times work in conjunction with the Council, Care Providers, Schools and Colleges to ensure health, safety, and welfare of Service Users. The Provider must ensure that Staff are properly

trained for the work for which they are employed and that they are fully conversant with, and comply with the Provider's and the Authority's health and safety requirements. The Provider must:

- i. provide Staff with a copy of the Provider's current safety policy statement and safety codes of practice relevant to the staff employed;
- ii. inform the Council as soon as becoming aware of any prosecution or likely prosecution of the Provider for any offence pertaining to the health and safety of its Staff and/or other persons, or of any conviction or such prosecution as a result of its undertaking and shall provide the Council with such further information as the Council may reasonably require;
- iii. prepare appropriate risk assessments for the activities which their Staff will undertake under this Contract. Such risk assessments must be consistent with, and may be based upon any risk assessments prepared by the Council for its own execution of transport Service User transport activities. However, the responsibility for the completion of risk assessments and for the safe execution of Services required under this Contract rests with the Provider;
- iv. provide its Staff with relevant information required in respect of risks to Health and Safety;
- v. provide its Staff with relevant personal protective equipment where necessary together with information on the equipment provided;
- vi. report all injuries, diseases and dangerous occurrences as required of an employer under the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations (RIDDOR) 1995 and as amended on April 2012 and ensure that the Council is made aware of all such reports.

11.3 The Council will provide the following to the Provider:

- i. copies of its own risk assessments where appropriate to the Services being provided.
- ii. information concerning the needs of Service Users including care plans where appropriate as is required, to ensure that the Provider can meet its duty of care to those Service Users whilst they are in the care of the Provider.

11.4 The Provider will provide the Council on request a copy of its Risk Assessments appropriate to the Services being provided by the Provider.

12. Staffing Requirements

12.1 General Requirements

- i. The Service Provider's personnel must be suitably qualified, experienced and fit for the intended work (and responsibilities) and have undergone the vetting arrangements as detailed in the Supplier Agreement. Whenever Drivers or Passenger Assistants have a period of sickness the Provider should conclude their absence with a formal process recording their return to fitness on Return To Work
- ii. The Service Provider shall comply with the Council's Code of Practice for Suppliers, Contractors and Providers in particular the equality and diversity provisions. The Service Provider shall ensure that all personnel engaged in the delivery of the Services receive appropriate equality and diversity training according to their job role.
- iii. The Service Provider shall be responsible for the recruitment of a sufficient number of competent Drivers and Passenger Assistants to ensure efficient service delivery and their subsequent Enhanced DBS including 'Protection of Children' and 'Protection of Vulnerable Adults' validity.

- iv. The Council requires a high level of continuity of staff employed on this Contract and the Provider should take all reasonable steps to keep staff changes to a minimum. A full list of staff to be allocated to Journeys is to be provided to the Council.
- v. When required, the Council may specify the gender of the Driver or Passenger Assistant and the Service Provider will provide suitable staff. The Council may require the transportation of Passengers' guide or hearing dog, and the Service Provider will ensure that this is done.
- vi. Details of any staff changes to the staffing allocated to journeys by the Provider must be provided as they occur, including the reason for the change.
- vii. All staff associated with the delivery of the Services must conduct themselves professionally, be clean, smart and suitably attired to undertake their duties in a disciplined manner at all times but particularly with respect to driving vehicles.
- viii. The Service Provider must ensure that Drivers and/or Passenger Assistants are able to participate in additional (compulsory) relevant training that may be conducted by the Council from time to time. Such training will be at nil cost to the Provider, save for payroll costs to the Provider for their staff to attend. The Council will give the Service Provider sufficient notice of training dates. It is expected that Service Providers will also provide a continuous programme of staff training and development.
- ix. The Driver and Passenger Assistant must work closely and co-operatively together to ensure the wellbeing of the Passengers to whom they are required to exercise a general duty of care. Drivers and Passenger Assistants should refrain from snacking, smoking or vaping within 20 minutes of commencement of a route. Vehicle crews are expected to maintain a professional separation from Passengers, and may not for example buy or distribute food or sweets etc to passengers; give to, or accept gifts from passengers.
- x. The Provider shall ensure that a daily record is maintained for each route specifying Driver, Passenger Assistant and Passenger details.
- xi. The Service Provider is to ensure that if requested, Drivers and Passenger Assistants **do not accept, store or administer any medication, including the use of oxygen and injections (i.e. epipens), without explicit instruction from the Council.** Staff must not accept direct instructions concerning the administration of medication from anyone, including the Passenger's parents/carers and school/college/care centre staff, unless explicitly authorised by the Council. Additionally, the Service Provider is to ensure that Drivers and Passenger Assistants only administer medications when such individuals have been instructed by the Council and explicitly trained to carry out such administration by a medically qualified and competent person in accordance with the approved care plan supplied by the Council, where applicable, prior to the commencement of transport.
- xii. For some Service Users, emergency medication will be required as part of their care plan to be transported with the Service User, so that it is available for the emergency services in response to a 999 call rather than for the Passenger Assistant to administer.
- xiii. The Provider must manage the acceptance, storage, and handover of any medicines, where authorised by the Council, in accordance with (Supporting pupils at school with medical conditions) Statutory guidance for governing bodies of maintained schools and proprietors of academies in England December 2015
- xiv. Carriage of Service Users' Money and Belongings - The Provider is required to transport a reasonable level of personal effects for Service Users at no extra cost. If the Provider considers there is a safety risk in transporting additional baggage, then this must be referred to the Council. The Provider should ensure that Drivers

and Passenger Assistants do not carry money for Service Users without the express and explicit agreement of the Council.

12.2 Drivers Specific Requirements

Throughout the term of the agreement all Drivers delivering the Services to the Council must meet the following minimum requirements:

- i. Drivers must hold a current and valid Private Hire Vehicle Licence or Taxi Licence
- ii. Drivers should have a clean driving licence appropriate to the Vehicle they are driving. If the drivers licence has been endorsed with penalty points, the Driver must present their licence to the relevant Council. The Council will examine the licence and the reason(s) for the endorsement(s); and will notify the Service Provider in writing if the Driver will be permitted to deliver the Services to the Council.
- iii. Drivers must be responsible adults, capable of interacting with, responding to and calmly reassuring Passengers with special needs in a positive and sensitive manner, and liaising competently and effectively with Parents/Carers and Establishment staff.
- iv. Drivers must have successfully completed all required training.
- v. Unscheduled stops are prohibited, and Drivers must ensure that unscheduled stops are not practiced on any journey for the Council
- vi. Drivers must have received, understood and comply with the Code of Conduct (at Appendix 4) at all times during the agreement. Any contravention of the Code of Conduct may result in their suspension and possible exclusion from the agreement for the delivery of the Services, and in that event the Provider's performance may also be subject to penalties or de-merits.
- vii. Drivers must wear an identification badge and show this when requested to do so by parents/carers, school/college, day care centres staff and officers of the Council.
- viii. Drivers must be familiar with operating seat belts, wheelchair clamps, demountable seating, tail-lifts and other specialised equipment used by disabled Passengers with physical disabilities.
- ix. The Driver will assist the Passenger Assistant in any of the tasks associated with loading and unloading the vehicle with Passengers or goods including manoeuvring wheelchair Passengers and assisting all Passengers similarly. In all these tasks the Driver will provide assistance subject only to his prime duty relating to the safety of vehicle and Passengers. The Driver will be responsible for the safe operating of any tail lift fitted to the vehicle.

12.3 General duties of drivers

- i. The Provider must ensure that drivers carry out and record as a minimum requirement, checks on the vehicles before commencing the first journey of the day for this contract:

Item	Description of Checks to be Undertaken
1	There is adequate fuel and water
2	The brakes are in effective working order
3	The tyres are inflated to the correct pressure and are not worn or damaged
4	All lights, indicators, windshield wipers, washers and audible warning devices are operating correctly
5	No warning lights are lit and all fitted safety stops and cut outs are operating correctly
6	Tail-lift or vehicle lowering mechanism is operating correctly (if applicable)

7	The vehicle is clean, inside and out and all safety equipment is in place and ready for use
8	The vehicle has a functioning two-way communication system on board
9	Driving mirrors are clean and the driver is comfortable in the seat and able to drive safely
10	The steering responds correctly without undue play
11	First aid kit, body fluids kit and fire extinguishers are on board in accordance with current legislation
12	Ensure that where applicable vehicles are fitted with tested Passenger proof locks

- ii. The Service Provider must ensure that drivers have a full command of the English language to enable oral and written communications to take place between the Passengers, parent/carers, school/college, day care centre staff, emergency agencies and the wider stakeholder groups as necessary and be responsible/accountable for:

Item	Responsible/Accountable Activities
1	Reporting any mechanical or electrical defects to the provider's Contract Manager so that the vehicle can be withdrawn from service if it is unsafe
2	Ensuring that Journey Schedules do not vary without the express approval of the Authorised Officer, except in exceptional circumstances such as road closures / diversions
3	Being responsibility for the health, safety and welfare of all Passengers carried and trained accordingly to their role and responsibility
4	Acting appropriately with Passengers, parents /carers, school/college / establishment staff
5	Ensuring that under no circumstance do they solicit or accept payment or gratuity from parents/carers or Passengers

12.4 Passenger Assistant Specific Requirements

- i. The Journey Schedule will indicate for each journey whether:
- The Service Provider is required to provide a Passenger Assistant;
 - The Council will provide a Passenger Assistant; or
 - Allow a Carer or Family member to travel in lieu of a Passenger Assistant; or
 - No Passenger Assistant is required.
- ii. Where the Provider is required to provide a Passenger Assistant, the price for that Journey shall include all costs in connection therewith and the Provider shall accept full responsibility for their actions, employment and replacement in the event of annual leave, sickness, accident or other reasons for absence.
- iii. The Provider shall provide competent Passenger Assistants of clean and smart appearance and fit to undertake their duties. Where a Passenger Assistant is specified to undertake specific duties listed under section 12.5. The Provider and Passenger Assistant are deemed to have read, understood and accepted this guidance.
- iv. The Passenger Assistant will be responsible for the seating arrangements and will take account of the special needs of the Passengers. The duties of Passenger Assistant's focus on the passengers; accordingly, they should sit in the passenger compartment and not alongside the driver. Passenger Assistants must not divert the

driver's attention other than for safety concerns; and should for instance not play a role in the navigation of the route.

- v. The Provider is responsible for ensuring all Passenger Assistants are familiar with the specific needs of each of their Passengers and are competent in their ability to support the Passengers whether as a new or a regular Passenger Assistant. Where secure transport is used this may include training in restraint techniques.
- vi. If, for any reason, a Passenger Assistant is not available for a journey where a Passenger Assistant is specified, the driver must not convey Passengers without a Passenger Assistant. Drivers should be instructed to contact their base for further instructions in such circumstances.
- vii. The Passenger Assistant will be responsible for the care of the Passengers whilst in the vehicle and will ensure that on arriving at the school / college / establishment are received by a member of the school / college / establishment staff. On the homeward journey they will ensure that each Passenger is received by their parent / carer/ responsible adult nominated by the parent / family, or seen to their premises if an adult.
- viii. The Passenger Assistant must join the vehicle prior to the collection of the first Passenger and they must remain on the vehicle until the last Passenger is delivered to the school / college / establishment or to their drop off point. Passenger Assistants are to attend to passengers if the Driver leaves the vehicle at any time on the journey.
- ix. The Passenger Assistant will be responsible for reporting to the Authorised Representative, parent / carer any changes in the physical or emotional state of the Passenger while on the vehicle. Unless instructed otherwise by an authorising officer, the Passenger Assistant will receive the Passenger at the vehicle from the parent / carer and will take note of any relevant message regarding the Passenger's wellbeing (e.g. feeling under the weather etc.)
- x. The Council requires a high level of continuity for Passenger Assistants employed on this Contract and the Provider should take all reasonable steps to keep staff changes to a minimum.
- xi. The collection and return of Passenger Assistants must not extend the contractual running time of the routes specified as commencing when the first Passenger boards the vehicle and terminating when the last Passenger alights.
- xii. On vehicles where the Council has provided a Passenger Assistant, the Service Provider should arrange for the Passenger Assistant to be collected from their home address unless this proves impracticable due to the location, then from the nearest agreed point of collection. On the return journey, the Passenger Assistant should be returned either to their home address or the agreed point of collection.
- xiii. Where the Council has provided a Passenger Assistant suitable vetting arrangements will have been undertaken by the Council / School / College/ Establishment.

12.5 General Duties of Passenger Assistants

12.5.1 Persons employed or engaged by the Provider to undertake the duties of a Passenger Assistant must be suitably experienced and qualified to meet PATS (Passenger Assistants Training Scheme) standards or equivalent. For Passenger Assistants to continue to manage the risks associated with the role and maintain appropriate health and safety arrangements of all Passengers. Providers are required to ensure all Passenger Assistants over the age of seventy years have undertaken a medical health check on an annual basis to confirm their fitness and ability to undertake their duties as a Passenger Assistant for the Passengers they are required to support.

12.5.2 All Passenger Assistants are expected to have a full command of the English language to

enable oral and written communications to take place between Passengers, parents/carers, school / college, day care staff, emergency agencies and the wider stakeholder groups as required.

- 12.5.3 All new Passenger Assistants are to be given appropriate training by the Provider before commencing their duties. This shall include training to manage a Passenger's specific condition. Where secure transport is used this may include training in restraint techniques. The training should aim to equip Passenger Assistants to deal with the following duties: this is not an extensive list:

Item	Description
1	Assisting Passengers onto and off the vehicles
2	Supervising Passengers in transit and being responsible for their welfare until handed over to parents / carers or school / college / establishment staff
3	Controlling the behaviour of Passengers on the vehicles and, in so doing, ensuring that so far as possible, the driver is not distracted from his duties. Where secure transport is used this may include training in restraint techniques.
4	Attending to the Passengers if the driver leaves the vehicle
5	Dealing effectively with problems and emergencies which may arise, such as challenging behaviour and /or epileptic fits
6	Acting as a front-line contact between Passengers, the Council, parents / carers and school / establishment staff
7	Reporting any cause for concern regarding the physical or emotional well-being of the Passengers to School / college / day care centre / establishment staff or duly authorised person as determined by the Authorised Officer
8	Supporting passengers in emergency situations providing support and contacting emergency services as necessary.
9	Ensuring that vomit and other body fluids are cleaned away and do not present a hazard to other Passengers (when undertaking this Passenger Assistants shall follow instructions issued by the Provider regarding the safe handling of body fluids, shall use appropriate protective clothing and materials provided by the Provider, and shall dispose safely of all soiled materials)
10	Not to solicit or accept payment or gratuities from Passengers or their parents/carers

- 12.5.4 Where the Council has provided a Passenger Assistant for a named Passenger, their duties will relate solely to that Passenger.

13. Vetting of Staff, Safer Recruitment & Staffing Standards

- 13.1 The Provider must ensure that it has clear written processes and procedures for the recruitment and selection of Staff employed under this Contract which meet all the requirements of legislation and employment law to ensure the recruitment of suitable Staff is carried out in a fair and non-discriminatory manner.
- 13.2 The Provider must ensure that the Staff employed in the execution of this Contract meets the requirements of the Council which include the following requirements (which are applicable to both Drivers and Passenger Assistants – except where stated):
- Any non-UK residents must have Home Office clearance to work in the UK;
 - They must comply with UKBA visa conditions;
 - They must have a UK National Insurance number that has been verified as well as UK Border Agency verification and clearance;

- They must have provided 2 satisfactory references covering the last 5 years of employment;
- All drivers supplied must have a valid UK photo-type driver's licence (with no disqualification and no more than 6 penalty points for minor traffic offences);
- They must be able to understand, speak and write English to a standard sufficient to be able to communicate effectively with Service Users, regarding safety and other important service-related information; (This must be a B2 level as in the EU Language Framework)
- The Immigration Act (Part 7) places a duty on Public Sector employers to ensure that workers in customer facing roles speak fluent English. It aims to assure members of the public that there will be no language barrier standing in the way of their access to core public services and that their safety is not put at risk. An employee is in a customer-facing role if, as a regular and intrinsic part of their role, they are required to speak to members of the public, whether face-to-face or on the telephone, in English. Providers are required to ensure this requirement is met and that they:
 - Incorporate the Fluency duty statement and generic criteria into respective job descriptions and English Standard. Assess skills of existing employees' spoken English skills
 - Ensure that Managers and Staff responsible for recruitment understand the implications on future recruitment once the date of implementation is confirmed i.e. that the JD/ES contain requirements regarding fluency and that managers have considered how they will test for this at interview
- All Staff should be able both physically and psychologically capable of meeting the requirements of their duties.
- In addition, it is desirable that Staff have previous experience of working with children, young people or vulnerable adults in a similar environment.

13.3 The Council will always retain the right to use its discretion and to seek further clarification from the Provider when considering the suitability of Staff to undertake driving and Passenger Assistant duties on its behalf.

13.4 The Council expects the Provider to recruit Staff employed in the execution of the Service in accordance with the principles of Safer Recruitment. The Provider's Staff engaged in the recruitment of Staff employed in the execution of the Service, must have received formal training in Safer Recruitment practice. The Provider must ensure that only those Staff that have been trained are used for the recruitment of Staff employed for the Council.

13.5 Safer recruitment includes:

- recruitment and selection
- vetting and checking candidates
- safer practices
- managing allegations against Staff

13.6 Provider's Staff whom have access to Personal and/or Sensitive Data or have contact with vulnerable children, young people and adults in the provision of these Services, must be employed using the Safer Recruitment processes.

13.7 The Council will have the right to randomly select and interview Staff to ensure safe recruitment standards are being applied by the Provider.

- 13.8 Where the Council makes a recommendation, the Provider will be required to implement changes within the specified timescales.
- 13.9 The Council reserves the right to instruct the Provider not to use particular Drivers or Passenger Assistants on specific routes covered by this Specification. The Council is not required to give the Provider, Driver or Passenger Assistant the reason for such exclusion. The Council may require the Provider to provide an alternative suitably qualified/trained and experienced replacement.
- 13.10 Where the Council has provided a Passenger Assistant suitable vetting arrangements will have been undertaken by the Council / School / college / day care centre / Establishment.
- 13.11 The Provider must ensure that Enhanced Disclosure and Barring Service checks, including Protection of Vulnerable Adults (PoVA) and Protection of Children Act (PoCA), are carried out by the Provider on all staff including drivers, Passenger Assistants, office-based and any replacement staff, before they are employed on the Contract. Portability of DBS checks carried out by a previous employer will not be permitted.
- 13.12 The Provider must:
- Meet all costs associated with carrying out these checks, including, where necessary, the expense of registering with the Disclosure and Barring Service (DBS);
 - Ensure these checks are renewed at least every three years; and
 - Maintain a central system for recording Enhanced DBS checks with the date of issues, DBS reference number and evidence that these checks are being monitored and comply with requirements. These records must be made available for inspection by the Council upon request.
- 13.13 The Council reserves the right to request evidence that an Enhanced DBS check is conducted on Provider's Staff at its discretion and the Council can request spot checks of the Provider's records without prior notice.
- 13.14 Providers must have a formal procedure in place for risk assessing employees with positive DBS checks when considering their suitability to work on behalf of the Council. Evidence of individual assessments must be made available on request to the Council.
- 13.15 **Notification of Offences** - Due to the nature of the Services to be provided and contact with vulnerable adults and children, the Provider's Staff used on any part of these Services 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 (Exemptions) Order 1975. The Provider must ensure that it informs the Council of any summons on the Provider, or its Staff employed in the execution of this Contract, to appear in a Magistrates Court or Traffic Commissioner's Court.
- 13.16 **Staff Records** - The Provider must keep the following records, and make them available for inspection by the Council on request, in respect of each member of Staff supplied:
- Full name and current residential address;
 - Verified personal identification (birth certificate or passport) and recent photograph;
 - Two signed references, one of which shall be the most recent employer on a copy of the headed notepaper of that employer which shall be satisfactory and refer to employment undertaken in the 6- month period prior to working with Provider;
 - Full Curriculum Vitae or employment history and evidence of all relevant training undertaken;

- Declaration of where employee has second source of income;
- Declaration where Staff have any family member working for the Council and any possible conflict of interest;
- Record of any formal interview notes
- Details of next of kin, together with an emergency contact telephone number;
- A copy of the individual's immigration status, if appropriate (see Home Office guidance on Prevention of Illegal Working);
- A verified copy of the individual's driving licence (drivers only) appropriate to the duties to be carried out; and records of annual verification checks that have been carried out by the Provider;
- All relevant medical records pertaining to the renewal of driving licences along with medical reports and results;
- Details of any spent and unspent convictions, subject to the Rehabilitation of Offenders Act (1974) Exemption Order 1975;
- Copy of hire and reward vehicle insurance (self-employed drivers);
- Copy of London Taxi and Private Hire Operating Licence (for drivers employed by private hire companies operating in the London area) or other relevant Local Authority licensing permit (for Drivers employed by companies operating outside the London area);
- Copy of training records; and
- Copy of a signed induction/staff hand book detailing process, protocol and standards to maintained by staff.

13.17 **Rejection of Staff** - The Council reserves the right to instruct the Provider not to use particular members of Staff for the execution of Services under this Contract, without prejudice. The Council is not required to give the reason for such exclusion and will not be liable for any compensation or cost as a result of such instruction, but rejection of Staff will normally only be on an exceptional basis and will normally be accompanied with reasonable explanation (e.g. in relation to concerns about the safeguarding of Service Users). The Council may require the Provider to provide an alternative member of Staff in the place of anyone rejected by the Council.

13.18 **Training** - The Provider must ensure that all Drivers and Passenger Assistants that are not provided through the Council, before being assigned to a duty in execution of the Services for the Council, are properly trained to carry out all the duties required of them. Staff training must include:

- Induction handbook / code of conduct;
- Securing Service Users and restraint of wheelchairs (Mini bus / Tail lift / Wheel chair accessible drivers & passenger assistant);
- Use of vehicle access and safety equipment (as appropriate);
- Safeguarding of children, young people and vulnerable adults awareness (attending refresher training every 2 years);

Health and Safety;

- Emergency first aid at work (covering the HSE EFAW syllabus see Appendix 5 for further details and training standards);
- General Data Protection Regulations regarding the confidentiality of information relating to Service Users;

- Manual Handling (Passenger Assistant only);
 - Epilepsy Awareness (Passenger Assistant only);
 - PATS (Passenger Assistant Training Scheme)
 - MiDAS (Mini-Bus Drivers Awareness Scheme), (or equivalent – course content to be provided by the Supplier);
 - Emergency vehicle evacuation protocol (Equivalent of MIDAS Minibus & Fire Evacuation Course All vehicles) for Drivers & Passenger Assistant);
- 13.19 All training requirements specified above must be carried out at the Provider's expense. The Provider must make their Staff available to attend other relevant training as and when required by the Council to meet changes in Service Users' needs and requirements of legislation.
- 13.20 Providers must provide and maintain accurate and up-to-date records of training for all Staff and make them available for inspection by the Council on request.

14. Identification of Staff

- 14.1 The Service Provider is responsible for issuing identification badges to all employees before being engaged on the provision of the Services bearing a photograph of the employee and stating the following:
- That the person is an employee of the Service Provider (Except in the case of Passenger Assistants provided by the Council. An identification badge will still be issued).
 - The Service Provider's telephone number
 - The employee's name
- 14.2 The employee must ensure the card is visible and displayed in a prominent position at all times while employed on a route and show the card when requested to do so by parents / carers, school / college / day care centre / establishment staff and Authorised Officers of the Council.
- 14.3 The Service Provider must provide information to enable the Council to keep records of the identity of drivers and Passenger Assistants employed on individual journeys.

15. Other Passengers

- 15.1 Apart from authorised Passengers, the Service Provider's own Drivers and Passenger Assistants, no other Passengers or animals are permitted to travel on the vehicles without the prior agreement of the Authorised Officer, when nominated Passengers are being transported except the following:
- Authorised Officers and representatives of the Council who are monitoring the Contract;
 - Council Health and Safety Officers.

16. Contact Between the Council & Provider

- 16.2 The Service Provider will provide up to date, written details of the Contract Manager and staff who will manage the day to day operational issues. The Provider will also make

arrangements for contact outside normal office hours and for emergency contact. The named Contract Manager, or duly authorised representative, will be the first point of Contact between the Service Provider and the Council.

- 16.3 The Service Provider will ensure that either the Contract Manager or the duly authorised representative is available at all times during the delivery of the Services to take up and act upon instructions from the Authorised Officer. Regular & immediate contact is essential for the operation, management and administration of this contract.

17. Accident, Delay, Disruption and Planned Destination Closure

- 17.1 It is of the utmost importance that measures are maintained and in place to keep Passengers safe and to communicate with the Council in the event of accidents, road traffic collision, delays or any other disruption to usual service.
- 17.2 In the event of an accident or vehicle breakdown the Driver or Passenger Assistant must ensure this is immediately reported to emergency services when appropriate, then the manager of the Service Provider. At the earliest opportunity they should inform the Passenger's appropriate family member/carer and the Council's Authorised Officer.
- i. Service Providers must maintain contact with the Council in order to keep them well informed of the progress of the situation and in particular of any arrangements that may/are required in terms of transferring Passengers to an alternative vehicle to complete their journey.
 - ii. Where transfer to an alternative vehicle is required the Service Provider shall organise this as soon as is reasonably practicable and this will be at the Service Provider's expense.
 - iii. The Service Provider shall immediately inform the Council if it is unable to arrange a replacement vehicle (for whatever reason). In this event if the Council assumes responsibility for organising replacement transport and any additional costs incurred by the Council in arranging the alternative provision shall be charged to the Service Provider.
 - iv. Service Providers shall inform immediately and then provide a written report to the Council within one (1) working day of any incident occurring. The report should include the name of the Passengers, the date and time of incident and details of any Passenger injuries; details of any witnesses and a brief description of the circumstances of the incident including the name of Driver and the Passenger Assistant, details of any action taken by the Service Provider and confirmation of whether or not the Emergency Services were involved.
 - v. The Council shall have discretion to determine whether on any given day the weather or road conditions warrant the cancellation of any one or more of the journeys that forms part of any route. The Council shall give the Service Provider as much notice as possible of any such cancellation, setting out clear details of the affected routes, the reason for cancellation, the date or dates over which the cancellation is to take effect and the anticipated date of return to normal arrangements if known for the affected routes.
 - vi. If the Council decides that Passengers should return home early, then it will endeavour to give the Service Provider at least one hour notice of the required time for the relevant route(s).
 - vii. If the usual vehicle, Driver or Passenger Assistant are not available at the earlier time, then the Service Provider may supply a suitable alternative provided that this will be

at no additional charge to the Council and the Council shall not be liable for any losses, costs or expenses whatsoever or howsoever incurred by the Service Provider.

viii. If the Service Provider is unable to provide the Services at the earlier requested time the Council will make alternative transport arrangements with an alternative provider and the Service Provider shall not be entitled to claim from the Council payment under this Agreement for any of the Services which the Service Provider was unable to provide.

- 17.3 The Council will use its reasonable endeavours to advise the Provider in advance of closures of venues due to extreme weather or other incidents/emergencies, or where it deems that road conditions are not safe. Where this notification is provided before the scheduled time of the first transport Service User pick-up, the Authority will not be liable for payment for the journey.
- 17.4 The Provider must use reasonable endeavours to complete all journeys in instances of extreme weather/emergency conditions, where it is considered safe to do so. Should the Provider deem a journey as unsafe (due to emergency/extreme weather) the Provider must inform the Council at the earliest opportunity.
- 17.5 Schools/Colleges/Day Centres and other venues may be closed for reasons such as staff training and on exceptional occasions due to strike action. The Authority will notify details of these planned closures of venues to the Provider and will not be liable for payment for any journeys undertaken by the Provider to these venues on these days where prior notification has been given.
- 17.6 The Provider must ensure that Drivers and Passenger Assistants, when present, respond promptly to any personal distress, illness or injury to Service Users that may occur. Normally, this action will be limited to contacting the emergency services or the nearest available trained medical staff unless Staff have received specific training and have been authorised by the Council to emergency medical attention.
- 17.7 The Provider must ensure that all incidents of personal distress, illness or injury to Service Users are reported to the Council as soon as is practicably possible.
- 17.8 **Waiting Time** - Due to the needs of a Service User, there may be a requirement for a vehicle to wait to collect a service user or there may be emergency situations. A waiting time of up to 15 minutes will be expected per journey within the agreed price of the route.
- 17.9 Providers must report to the Council all cases of waiting times that are above 15 minutes, as the waiting time is incurred on the day. Waiting time claims over 15 minutes will not be approved where notification is not received and approved by the Council on the same day that they occurred (the provider must alert the Council after 5 minutes of the stated pick up time.)
- 17.10 Providers must also report any cases of habitual lateness, disruption, or non-attendance to the Council. The Council will contact the family, the school / college, or the day centre to establish and seek to resolve any difficulties.
- 17.11 **Lock-out Procedure** - The Provider must make all reasonable efforts to deliver Service Users to their destinations and to ensure that there is a clear handover to the care of the authorised adult at the destination.
- 17.12 The Provider must ensure that the Service Users are handed over to the authorised adult and ensure that under no circumstance is a Service User handed to any of the following:
- a neighbour or adult who is not in the agreed property;

- a passenger in another vehicle (even if they claim to know the Service User);
- a sibling of the Service User under the age of 16 (without prior agreement from the Council);
- Without ID at any pick-up point

17.13 Where this handover is not possible, owing to the absence or unavailability of the authorised adult, the Provider must notify the Council immediately. In such circumstances the Council will take remedial action and will advise accordingly. The Provider must ensure that Service Users are not left unattended under any circumstances

18. Quality Standards & Performance Monitoring

18.1 The Council will monitor the Provider's performance and actions and any breaches of the quality standards based on the following which is not an exhaustive list from commencement of the contract.

- Non delivery of accepted Service requirements;
- failing to adhering to accepted instruction from the Council;
- breaches of the highway code or Road Traffic Act;
- inappropriate behaviour towards the Service User, Passenger Assistant, or Driver or third party;
- inadequate training provision to the Council's standards;
- substantiated complaints against Driver/Passenger Assistant from a third party including parent/carer, teacher, or member of the public;
- leaving Service Users unattended;
- Provider's Staff do not hold a valid enhanced DBS
- Providers Staff smoking, and/or under the influence of drugs/alcohol whilst on duty;
- the results of routine spot checks carried out by the Council;
- ability to provide vehicle and Driver and/or Passenger Assistant at the specified time;
- ability to provide an appropriate replacement vehicle in the event of breakdown, accident, or error in scheduling by the Provider;
- compliance with the required maintenance standards of vehicles as required by the manufacturer's recommendation;
- ability to provide vehicles with the necessary equipment and seatbelts;
- compliance with health and safety requirements and appropriate monitoring;
- submission of error free invoices on time;
- numbers of complaints received and timeliness of resolutions;
- failure to provide security of wheelchair(s) whilst in transit and Service User in wheelchairs;
- breach of the GDPR and related policies of the Contracting Council;
- failure to supply continuity of Drivers within scheduled Routes;
- failing to operate according to relevant legislation;

- failure to respond to route related issues with set deadlines;

19. KPIs

- 19.1 The Council shall use KPI's (key performance indicators) to aid contract management and management of service performance. KPI's that will be subject to ongoing monitoring are specified in the table below:

KPI Measure	KPI Target/Threshold
Average Number of minor non-conformance default notices (per route) issued during a rolling 12-month period	<3
Average Number of major non-conformance default notices (per route) issued during a rolling 12-month period	0
Incident Reports submitted to the Council within 1 working day	100%

- 19.2 Failure to meet the stated target/threshold will trigger an investigation by the Council. This may require the provider meeting with authorised officers to identify appropriate corrective action to resolve any performance issues/concerns.

20. Quality Standards

- 20.1 The quality standards are those standards that comply with the qualitative elements contained in this Service Specification in relation the provision of all Services, as outlined in the introduction and the general statement of service requirements under this Service Specification and in the Supplier Agreement.
- 20.2 The Council will apply performance criteria where the Provider fails to meet the quality standards. The Provider's performance will be subject to an Annual Review by the Council at each anniversary of the Contract and may be changed subject to the formal agreement of the Council and the Provider.
- 20.3 The Council will apply a performance criteria based upon three key levels of performance failure by the Provider, as follows:
- (a) Minor non-conformance;
 - (b) Major non-conformance; and
 - (c) Breach of the Contract's terms and conditions.
- 20.4 (a) A Minor Non-Conformance includes:
- (i) The vehicle is over ten minutes but less than 30 minutes later than the agreed pick up time and the Council has received no prior notification of an acceptable reason for the lateness;
 - (ii) The vehicle shows signs of lack of cleanliness of vehicle's interior or exterior condition, e.g. dirty paintwork, windows, contamination of seats and interior, torn, broken, missing, or excessively worn vehicle fabric;
 - (iii) The vehicle is used for the carriage of unauthorised materials;
 - (iv) The driver is delayed in completing the agreed route due to the lack of knowledge of the route, or collection or drop off points;
 - (v) The driver is not wearing a TFL approved identification badge that displays their name and photograph at any time whilst executing the Services; and

- (vi) The driver fails to assist the Service User to access/egress from the vehicle, explain the safety features of the vehicle or assist with the loading or unloading of the Service User's equipment or baggage.
 - (vii) The Driver/Passenger Assistant is unable to communicate to a B2 level of the EU Language framework (refer to Annex 3) and the Provider does not recruit in line with the Immigration Act 2016 (Part 7).
 - (viii) Provider failing to advise the Council of temporary and permanent staff changes – Driver and Passenger Assistant.
- 20.5 A Minor Non-Conformance default notice includes requiring the Provider to review the way the Services are provided and to initiate appropriate corrective measures to the satisfaction of the Council within a period of 2 working days, following the issue of a default notice by the Council of each minor non-conformance.
- 20.6 Where the Provider fails to undertake corrective action in accordance with the default notice within the time allowed, the Council will issue a further default notice to the Provider.
- 20.7 A total of five (5) minor non-conformances in a Contractual year may equate to one major non-conformance default notice.
- 20.8 (b) A Major Non-Conformance includes:
- (i) The vehicle fails to arrive or arrives over 30 minutes later than the agreed pick up time;
 - (ii) The driver does not hold the relevant license to operate the vehicle;
 - (iii) The driver or passenger assistant does not possess a clear enhanced DBS disclosure;
 - (iv) The vehicle safety features are inoperative or in poor operating condition such that the vehicle would be in contravention of the MOT (VOSA) test / road traffic regulations, or where the occupant has a reasonable concern for their safety;
 - (v) The driver drives the vehicle in an unsafe or unprofessional manner, or in a manner that causes the Service User undue distress;
 - (vi) The driver uses a mobile telephone whilst driving, other than to respond to immediate issues relating to the delivery of the service, if appropriate to do so;
 - (vii) The driver or Passenger Assistant smokes inside or outside of the vehicle whilst in attendance or transporting a Service User;
 - (viii) The driver or Passenger Assistant uses inappropriate, abusive, or sexual language;
 - (ix) The driver is in attendance or drives a vehicle under the influence of drugs, alcohol or any other banned substances or medication that influences the driver's driving capability;
 - (x) The driver or Passenger Assistant inappropriately touches, molests, or assaults a Service User;
 - (xi) The Provider fails to provide suitable trained Drivers or Passenger Assistants to meet the sensitivity of the routes and clients transported;
 - (xii) The driver is prosecuted for a driving offence(s) and issued with 6 or more points on their driving licence;
 - (xiii) The Provider fails to provide monthly or annual performance reports or supporting the Council to attain Provider records and/or undertake audits;
 - (xiv) The Provider fails to attend Contract review meeting(s) or investigations related to Health & Safety incidents, Annual Review, complaints, non-conformance, and benchmarking reviews;
- 20.9 The Council in consultation with the Provider will review each alleged non-conformance by the Provider. The Council's representative will investigate each Minor Non-Conformance with the Provider in the first instance. The Provider may appeal against the Council's findings to the Council's representative within 10 working days of any decision.

- 20.10 The Provider shall send a senior level representative to a meeting convened by Council's representative following the occurrence of an alleged major non-conformance to investigate the non-conformance. The Council's representative will inform the Provider of the result of the investigation within a period of 5 working days from the date of the meeting.

21. Record-keeping

- 21.1 In addition to Clause 16 of the Supplier Agreement, Providers are required to keep a daily log of all journey carried out in the execution of the Services. This log must include details of journeys undertaken (include Driver and Passenger Assistant details, arrival/departure times, details of 'no shows', and details of incidents of unsatisfactory behaviour by Service Users).
- 21.2 Providers will be required to submit financial accounts on request by the Council.

22. Compliance Visits, Spot Checks, and Inspections

- 22.1 The Council expects the Providers to carry out spot checks to ensure that all its Staff are providing Services required by the Council in accordance with this Services Specification and the Contract. The Council reserves the right to request details of the frequency, content, and outcome of these checks.
- 22.2 The Council will also conduct such checks and inspections as it considers necessary to monitor the execution of the Services by the Provider and to ensure compliance with this Services Specification. These checks and inspections will include:
- Regular and un-notified spot checks on the Provider's vehicles and staff during the execution of Services required by the Council. The Council's inspectors will provide appropriate identification to the Provider's staff prior to commencing checks and will ensure that they do not cause hazard or undue delay to the completion of the Services. The Council will provide details of such checks to the Provider in writing, including positive and negative observations, as appropriate;
 - A pre-notified annual compliance audit at the Provider's nominated premises, against a checklist that will be made available to the Provider in advance of the audit. The outcome of compliance audits will be notified to the Provider in writing;
 - An un-notified compliance audit at the Provider's premises where it considers this to be necessary;
 - The Provider is required to provide a full response to any observations made by the Council within 10 days, including details of any remedial action taken.
- 22.3 The Council reserves the right to carry out follow-up checks and audits where considered necessary, to increase the frequency of checks and audits and to issue default notices, where it considers that the Provider has failed to meet significant requirements of the Contract.

23. Contract Management

- 23.1 Providers shall self-monitor their performance and provide, in a monthly and an annual report, to the Council details of the Providers' performance of the Services, current and pending risks and health and safety related issues for each calendar month. The report shall contain the number of and extent of service failure attained to be reported against the Contract service delivery criteria.
- 23.3 The Council shall annually review the Provider's performance, reviewing the Providers monthly reports, service and default notices and any other related correspondence between the Council and Providers, including third party surveys.
- 23.4 Benchmarking outcomes shall be reviewed with the Provider at the Annual Performance Review.

24. Meetings

- 24.1 The Provider is required to attend meetings with the Council concerning the execution of the Services when reasonably requested by the Council. Such meetings will be held as required and will include a formal annual appraisal of the Provider's performance under the Contract.
- 24.2 The Provider will be required to attend safeguarding or child protection meetings when requested by the Council and to provide the Council with information relating to allegations or suspicions of abuse, where necessary.

25. Vehicle Tracking reports

- 25.1 The Provider will be required to have a 'Live' tracking system with capability to identify and report at all times the location, time to destination, actual arrival time at destination of the Provider's vehicles for scheduled and adhoc transport provision. The Provider shall supply a copy of the attendance report at destinations in support of the monthly Providers' performance report stipulating date and time of arrival at the destination.
- 25.2 These reports must be standard reports (or templates agreed by the Council) provided by the tracking system software/process and will be accepted by the Council as confirmation of the actual attendance time. This information will be used to identify where delivery of the Services has exceeded the agreed journey time and for payment of discounted rates, KPI monitoring and non-conformance reporting.

26. Data Protection Legislation

- 26.1 In this section, the terms "Data Subject", "Personal Data", "Data Processor", "Data Controller" and "Processing" shall have the same meanings given to them as stated in the supplier agreement
- 26.2 For the purposes of the Act, the parties agree that the Council is the Data Controller, and the Service Provider is the Data Processor with respect to the Personal Data the Council transfers to the Service Provider. The Service Provider agrees that whilst processing the Personal Data:
- i. It will not use the Personal /sensitive Data for any purposes other than those detailed above
 - ii. It will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the Council.

- iii. It will employ appropriate operational and technological processes and procedures to keep the Personal Data safe from unauthorised use or access, loss, destruction, theft or disclosure. The organisational, operational and technological processes and procedures adopted are required to comply with the requirements of ISO/IEC 27001:2005 (ISO/IEC 17799:2005) as appropriate to the Services being provided to the Council. the Council will use ISO/IEC 27002:2005 as a basis for auditing compliance with the guarantees that the Service Provider provides in relation to this obligation;
- iv. It will not keep the personal data on any laptop or other removable drive or device unless that device is protected by being fully encrypted and been approved by the Council and it has been agreed by the Council that the use of the device or laptop is necessary for the provision of the Services under this contract.
- v. Any paper documents that need to be retained by the Service Provider (and reasons/requirements are not stipulated in Service Specification), will need to have prior agreement by the Council
- vi. **Under no circumstances should paper documents containing personal data or confidential information be simply binned or deposited in refuse tips – they must be cross shredded as per council policy**
- vii. Egress Switch and the DPS must be used when communicating Passenger details (all other tools prohibited: i.e.: Fax, Generic Email or post)
- viii. The above will ensure that only such employees who may be required to assist it in meeting its obligations under the Agreement shall have access to the Personal Data. All employees will have to sign Service Providers confidentiality code of contact which sets out their responsibilities when in receipt of the Council's data
- ix. It will notify the Council of any information security incident that may impact the processing of the personal data covered by this agreement within two working days of discovering, or becoming aware of any such information security incident. Following the report of any such incident, the Service Provider will cooperate with the Council's Information Governance Officers whilst they carry out a risk assessment, root cause analysis and identify any corrective action required the Service Provider will cooperate with the Council in implementing any required corrective action agreed between the parties
- x. It will ensure that the personal data is securely removed from systems and any printed copies securely destroyed at the end of this contract, or on termination of the contract. **Under no circumstances should paper documents containing personal data or confidential information be simply binned or deposited in refuse tips.** In complying with this clause, electronic copies of the personal data shall be securely destroyed by either physical destruction of the storage media or secure deletion using appropriate electronic shredding software that meets HM Government standards. Any hard copy will be destroyed by cross-cut shredding and record what is destroyed and when it's destroyed using the Council template. Once completed a copy must be sent to the Council.
- xi. The Service Provider will NOT transfer the Personal Data to any other country
- xii. It agrees to assist the Council promptly with all subject information requests which may be received from the data subjects of the Personal Data
- xiii. Under no circumstances should a Service Provider sub-contract any works without prior written agreement by the Authorised Officer.

27. Comments & Complaints

- 27.1 The Service Provider shall relay to the Authorised Officer any customer comments and or complaints about the provision of the Service that may be relevant to provider performance management, safeguarding concerns, or insurance claims.
- 27.2 The Service Provider may also be asked to take part in other forms of customer feedback including satisfaction and or research surveys, or focus groups etc as and when required.
- 27.3 The Service Provider must have a procedure in place to deal with complaints from Passengers, parents/carers, schools, colleges, day care centres and other establishments related to the Services.

28. Schedule of authorised officers

These officers of Bexley council have primary responsibility for briefing, contracting with, and amending the terms of contracts with transport service providers and are deemed to be 'The Authorised Officer' as cited within this specification and associated contract documentation:

Staff of Bexley Integrated Transport Unit (BITU)

Name	Email	Telephone
Trish Florence	BITU@bexley.gov.uk	020 3045 4431
Denise Crooks	BITU@bexley.gov.uk	020 3045 4431
Daisy Wheeler	BITU@bexley.gov.uk	020 3045 4431
Sharan Sandhu	BITU@bexley.gov.uk	020 3045 4431
Elise Flanagan	BITU@bexley.gov.uk	020 3045 4431
Kevin Taylor	BITU@bexley.gov.uk	020 3045 4431

Should these details change, BITU will notify Providers by electronic means.

Appendix 1 – GDPR Table

Processing, Personal Data and Data Subjects

1. The contact details of the Controller’s Data Protection Officer are: nick.hollier@bexley.gov.uk
2. The contact details of the Processor’s Data Protection Officer are: [insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Contractor is the Processor in accordance with Clause 18 of the Dynamic Purchasing System Agreement and Clause 5.1 of the Contract.
Subject matter of the processing	The processing is needed in order to ensure that the Processor can effectively deliver the Contract to provide a service to members of the public. The service being delivered is transport services for vulnerable children, young persons and adults who have been identified by the Controller as entitled to support with travel to their identified destination, as outlined in the Councils Travel Assistance policies for Children and Young People accessing educational placements and the Adult Social Care Travel Assistance Policy.
Duration of the processing	The processing will continue for the duration of each Contract awarded under the Dynamic Purchasing System Agreement. The initial duration of Dynamic Purchasing System Agreement is from 18 th of March 2019 until 17 th April 2021 and may be extended annually until 17 th April 2025. Processing may be required throughout this period.
Nature and purposes of the processing	<p>The nature of processing includes the following:</p> <ul style="list-style-type: none"> • Collection • Recording • Storage • Use • Adaptation or Alteration • Disclosure by Transmission • Dissemination • Erasure or Destruction of Data <p>The purpose of processing is to ensure services are appropriate informed to ensure students/pupils or customer/clients are in receipt of services that support their specific needs/circumstances and ensure that the service is safe, secure and appropriate. The processing of information supports the Council deliver both statutory and non-statutory travel services for vulnerable children, young persons and adults.</p>

<p>Type of Personal Data being Processed</p>	<p>To provide the service only relevant personal data to enable suitable travel arrangements to be established and maintained will be processed. This may include:</p> <ul style="list-style-type: none"> • Name • Address • Destination of Travel • Date of Birth • Gender • Travel Related Medical/Health Needs • Travel Related Educational/Support Needs • Contact Details of Individual, their parent/carer/guardian, and emergency contact details
<p>Categories of Data Subject</p>	<p>The categories of Data Subject include:</p> <ul style="list-style-type: none"> • Students /pupils • Customer/clients • Immediate Family/Carers of Service Users (only if relevant to travel arrangements)
<p>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>	<p>Data must be retained for the entire period a student/pupil or customer/client continues to access the service provided by the processor.</p> <p>Where a student/pupil or customer/client stops accessing travel services the process is required to preserve the data for a further 6 years before records are destroyed. This can be undertaken by third parties contracted for those purposes, provided that it is compliant with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.</p>

Appendix 2 – Procedure if Parent/Carer Not At Home

Driver and Passenger Assistant Procedure If Parent/Carer Not Home (Home Collection & Drop Off Only)

There will be rare occasions when children, young people or adults are not able to be received home due to their parent/carer being delayed. In such cases the Driver or Passenger Assistant must follow the guidance set out below. At all times Drivers and/or Passenger Assistants must ensure the child, young person or adult is kept informed of what is happening and are not caused any undue stress or anxiety.

- All parents / carers will be notified of the return times and drop off points and must be available to receive their child, young person or adult when s/he returns home.
- No child, young person or vulnerable adult will be left alone, unless the Council has previous written authorisation from the parent/carer, have informed the transport provider and that it is judged safe to do so by the Driver or Passenger Assistant.
- If there is nobody at home or at the pick-up point to receive the child /young person, the Driver will wait for five minutes.
- If after this time there is still nobody to receive the child/young person then the Driver or Passenger Assistant must inform the Council who will continue to try to make contact with the parent/carer whilst the crew continue with their duties, returning with the child at the end of the route.
- Driver and/or Passenger Assistant duties do not end until the last child, young person or adult has been delivered home or to the place notified by the Council if the parent/carer are not home; on no account should this duty be delegated to any other person.
- Children/young people must not be left unattended at any time. Do not take any risks as the consequences could be very serious. If in doubt contact the Council or the School/college, or in an emergency ask the Police to help.

Bexley Integrated Transport Unit (BITU): 020 3045 4431

Appendix 3 – Legislation & Policies

Legislation

- i. Children Act 1989
- ii. Children Act 2004
- iii. Children and Families Act 2014
- iv. The Care Act 2015
- v. Equality Act 2010
- vi. Working Time Regulations 1998
- vii. General Data Protection Regulation (*Regulation (EU) 2016/679*)
- viii. National Minimum Wage Act 1998
- ix. Health and Safety at Work Act 1974
- x. Relevant Transport for London Taxi and Private Hire Regulations as set out
<https://www.tfl.gov.uk/corporate/publications-and-reports/taxi-and-private-hire?intcmp=3162>

Policies

- Bexley Council's Home to School Travel Assistance Policy's
<http://www.bexleylocaloffer.uk/category/276>
- Protecting adults at risk: London multi-agency policy and procedures to safeguard adults from abuse
<http://www.scie.org.uk/publications/reports/report39.pdf?res=true>
- London Multi-Agency Adult Safeguarding Policy & Procedures
<http://londonadass.org.uk/wp-content/uploads/2015/02/Pan-London-Updated-August-2016.pdf>
- London Child Protection Procedures
<http://www.londoncouncils.gov.uk/download/file/fid/19596>

Note: These lists are not exhaustive and subject to changes enforced by the Council or statute.

Appendix 4 – Code of Conduct

Driver and Passenger Assistant Behaviour Code of Conduct

DO:

- DO** report all health & safety issues without delay to the establishment and the Council.
- DO** inspect your vehicle daily before commencing a route.
- DO** keep Passengers safe and protect them from harm.
- DO** look after yourself and your Passengers.
- DO** report any concerns of inappropriate Passenger attention.
- DO** treat **everyone** with respect.
- DO** provide a positive example you wish others to follow.
- DO** dress appropriately in suitable clothing at all times.
- DO** respect people's right to personal privacy.
- DO** create an environment in the vehicle where people feel comfortable and are confident in pointing out attitudes and behaviours they don't like.
- DO** communicate with Passengers and Passenger Assistants in a way that all can understand.
- DO** allow Passengers choice over the use and volume of any radio or other audio device.
- DO** report and challenge all inappropriate and/or abusive activities, such as ridicule or bullying.
- DO** report any gifts you receive in accordance with Council policy & ensure they are not of significant value or intention.
- DO** follow procedures for reporting all allegations of a safeguarding nature.
- DO** record all incidents in your diary for future reference

DO NOT:

- DO NOT** use your position to gain access to information for your own advantage or another's detriment.
- DO NOT** intimidate, threaten, coerce or undermine anyone.
- DO NOT** engage in any sexual activity or inappropriate behaviour.
- DO NOT** play games or have physical contact that are inappropriate.
- DO NOT** jump to conclusions about people's behaviour without checking facts.
- DO NOT** investigate any allegations by yourself.
- DO NOT** make suggestive remarks or gestures, tell jokes of a race/sexual etc nature or engage in inappropriate verbal banter.
- DO NOT** create a personal relationship with a Passenger
- DO NOT** give **any** personal details about yourself or others to a Passenger.
- DO NOT** allow any Passenger to access any of your personal accounts on social networking sites.
- DO NOT** rely on your good name to protect you - it may not be enough.
- DO NOT** believe that an allegation could not be made against you, **it could**.
- DO NOT** smoke immediately prior to or during the journey when transporting Passengers.
- DO NOT** use mobile phones or other devices during the journey unless it is directly related to the provision of the service.
- DO NOT** consume food or drink during the journey when transporting Passengers.

**Remember: someone may misinterpret your actions, however well intentioned.
Ask yourself are my actions fair, reasonable, warranted, proportionate,
measured, safe and applied equally?**

If in doubt contact the Council who will seek advice and give appropriate guidance

Appendix 5 – First Aid Training Requirements

Training Delivery

Providers need to ensure those delivering training (including assessing learning success) have the necessary qualifications and experience.

It is expected that monitoring and quality assurance systems are in place to ensure training standards are met and learning positively affects the delivery of services.

For reference Emergency First Aid at Work training typically is six hours of training and is run over a minimum of one day.

Certification

Each employee completing the EFAW training must be confirmed by a certificate. Certificates must detail the individual who has successfully completed the training, the date training (and assessment) was completed, the name and signature of the trainer (including the organisation name who the trainer is employed by), the expiry date of training (certificate will be valid for three years), details of the training undertaken and associated standards.

Standards of First Aid

Training must be delivered to teach the first-aid management of injuries and illness in relation to EFAW in accordance with:

- Current guidelines published by the Resuscitation Council (UK); and
- The current edition of the first-aid manual of the Voluntary Aid Societies (St John Ambulance, British Red Cross, St Andrew's First Aid; or
- Other published guidelines, provide they are in line with the two above or supported by a responsible body of medical opinion.

Refresher Training

During the three year certification period the provider must ensure that employees basic skills and knowledge is up to date with any changes to first-aid procedures, and to ensure individuals can perform their role to the required standard and expectations detailed in the service specification.

The provider will be responsible for ensuring where required individuals undertake refresher training during the three year certification period.

Syllabus

On completion of the training, successful candidates should be able to:

- Understand the role of the first-aider, including reference to:-
 - The importance of preventing cross infection;
 - The need for recording incidents and actions;
 - Use of available equipment;
- Assess the situation and circumstances in order to act safely, promptly and effectively in an emergency;
- Administer cardiopulmonary resuscitation and use an automated external defibrillator;
- Administer first aid to a casualty who is choking;
- Administer first aid to a casualty who is wounded and bleeding;
- Provide appropriate first aid for minor injuries (including small cuts, grazes and bruises,

minor burns and scalds, small splinters).

PLEASE NOTE: Training is for the purpose of providing appropriate awareness and understanding of what to do in an emergency (and unforeseen) situation. Individual passengers with medical needs that are likely to require specialist support and possible emergency medical intervention will be identified in the individuals care plan.