
Service Specification

Service Name
Taxi services: Service users, Young People and Vulnerable Adults with special educational needs and/or disabilities
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DOCUMENT HISTORY

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THE SERVICE

1. Service Description

- 1.1 The Local Authority has a duty to 'make arrangements for all Service Users who cannot reasonably be expected to travel to school because of their mobility problems or because of associated Health and Safety issues relating to their special educational needs or disability (SEND)
- 1.2 For pupils with SEN/mobility difficulties,(including temporary medical conditions) entitlement to transport will be considered on an individual basis and regularly reviewed following an assessment of the Service User's ability to walk to school, having regard to their special educational needs, disability and/or mobility problems where relevant, and taking into account any exceptional circumstances. Cases are considered on an individual basis and relevant London Borough of Redbridge Special Education Needs and Disabilities (SEND) Home-to-School Travel Assistance Policy. Supporting independent professional evidence is required before transport is agreed and regularly reviewed following an assessment of the Service User's ability to walk to school.
- 1.3 Travel support for Service Users and young people with SEND can range from:
- Personal Travel Budgets;
 - Provision of a travel buddy or walking escort;
 - Independent Travel Training;
 - Place on a scheduled bus journey from a pick up point.
 - Place on a scheduled bus journey picking up from home;
 - Commissioned taxi with no Passenger Assistant provided;
 - Commissioned taxi with a Passenger Assistant; provided

2. Service Aims

- 2.1 The aim of the service is to provide safe, sensitive and reliable travel solutions for Service Users identified by Children's and Adult Services. Their needs are a key factor for this contract and are as follows:
- **Safe:** The safety of each Service User under your care is the most important element. It should be evident in every aspect of the service including staff employment, training and processes, and vehicle procurement and maintenance.
 - **Sensitive:** Contractors and their staff should understand the needs of the Service User groups and treat them appropriately. Staff turnover and variations in their schedules should be minimised to relieve or prevent anxiety amongst vulnerable Service Users.
 - **Reliable:** Vehicles must arrive at the right location and on time, every time.

2.2 The Contract covers the transportation of Service Users on various regular scheduled journeys using specialist vehicles. Service Users using the service are likely to be vulnerable and may have a variety of learning disabilities, display behaviours which can be challenging, have sensory or hearing difficulties, an autistic spectrum disorder or another physical disability. Because of these needs, many journeys will require that a Passenger Assistant be provided to accompany them. In some cases, the parent/carer will travel with the Service User on all journeys. This will be communicated at the point of commissioning.

3. Pick-up/Drop-off Locations (Scheduled Journeys)

3.1. A Journey Schedule will be provided to all Contractors, which will specify pick up and drop off addresses (the "Agreed Points") for each Service User. Where Service Users need to be picked up or dropped off at specific times these are also stated on the Journey Schedule. Service Users should not be picked up or dropped off anywhere other than at the Agreed Point unless in the case of emergency and with agreement from the Authorised Officer. The Agreed Points will not require the Service User to cross a road.

3.2. The Council reserves the right to alter the Agreed Points as agreed in the Conditions of Service.

3.3. Any requests to change the Agreed Points should be verified with the relevant Authorised Officer before being accepted. In the event that the Authorised Officer cannot be contacted, the locations recorded on the Journey Schedule shall take precedence.

3.4. The Contractor will supply the Council's Authorised Officer with the identity of all the Drivers and Passenger Assistants (including possible replacements) at least 5 working days prior to the commencement of this Contract. Details will include;

- Driver's name, DBS Reference number and date of issue;
- Passenger Assistant's name, DBS reference number and date of issue;
- Names and DBS references of any other personnel that may be used to deliver the front-line service.

3.5. Parents, relatives or carers will be requested to notify the Authorised Officer when a Service User will not be undertaking the journey for any reason.

4. Pick-up/Drop-off Locations (Ad-hoc journeys)

4.1. The Contractor will be advised of the pick-up and drop-off points at the time the journey is ordered. Any subsequent requests to change either pick up or drop off points shall be verified with the relevant Authorised Officer before being accepted. In the event that the Authorised Officer cannot be contacted the originally requested locations shall be adhered to unless the safety or welfare of the Service User would be compromised. In this case a written report will be submitted within 24 hours and the Authorised Officer informed as soon as possible.

5. Scheduling and Duration of Journeys

- 5.1. The Council will manage the scheduling of journeys and their duration in line with Council Policy which states that, under normal circumstances, no Service User will be on the vehicle for longer than 75 minutes when travelling in borough. There will be some exceptions, for example some out of Borough journeys, though they will be few in number.
- 5.2. If the maximum journey time scheduled by the Council is regularly exceeded then the Contractor shall notify the Council, at which point the Council will review the journey and make a decision in respect of any changes it sees fit to implement. Some out of Borough journeys might exceed the policy guidance because there is no alternative but in these rare instances the arrangements would have been made by the Authorised Officer.
- 5.3. The Contractor will ensure that its Drivers are familiar with all the routes necessary to enable them to comply with the requirements laid down in the Journey Schedule prior to the Contract commencing, and that they are familiar with the locations of both pick-up and drop-off points and the route prior to picking up the Service User/s.
- 5.4. The routes will be run to a specific schedule which includes a waiting period at communal pick-up points. In the case of a Service User being picked up from home there must be a 3-minute wait as near to the home address as possible.

6. Vehicles on School/Council Premises

- 6.1. Before undertaking their first journey, Drivers must acquaint themselves with any local arrangements, including access to the site, and any local hand over arrangements. This may include arranging access to a School Street or other area normally restricted for vehicle access.
- 6.2. Where the collection or delivery of Service Users involves driving onto school/Council premises, Drivers and Passenger Assistant will at all times obey the instructions of the Authorised Officer, and / or the Head teacher. Ultimate responsibility, while on these premises, is with the Head teacher. Drivers / Passenger Assistants shall take instruction from them and inform the Authorised Officer if problems occur as a result.
- 6.3. Service Users must not be removed from the vehicle unless an authorised member of staff from school is at the vehicle to collect the service users.

7. Responsibility for Service Users

- 7.1. Drivers and Passenger Assistants should note that it is the responsibility of the parent/carer to ensure that their Service User gets on board the vehicle. Drivers / Passenger Assistants must not leave other Service Users unattended either on or off the vehicle.

- 7.2. The Contractor will assume full responsibility for Service User's safety from the point at which they are on board the vehicle and will retain it until they are handed over to a Nominated Individual at the destination. The Authorised Officer will inform the Contractor of the identity of the Nominated Individual before undertaking the journey.
- 7.3. If the Nominated Individual is not available to take responsibility for the Service User, the Driver / Passenger Assistant will continue to be responsible for the Service User's safety. The Driver should then follow the procedure set out in General Information Part A Place of Safety.
- 7.4. The Contractor will not, except in cases of emergency, allow a Service User to leave the vehicle between collection and destination points. If for some reason the vehicle is unable to complete the booked journey, the Contractor will remain responsible for the Service User until alternative arrangements are made.

8. Other Passengers

- 8.1. In some cases, Service Users may need their assistance dog to travel on the vehicle with them. This will be advised on commissioning the service.
- 8.2. The Contractor will not allow any other persons or animals in the vehicle without the prior written consent of the Authorised Officer.

9. Late Arrival and Non-Performance

- 9.1. The Contractor must arrive at the specified collection and drop-off points by the times stated in the Schedule of Journeys. Reliability of pick-up and drop-off times is of the essence in this Contract. Repeated lateness or failure to arrive at the correct place at the time and date set out on the Schedule of Journeys, or such other times and dates as may be agreed in writing between the parties, may result in termination of all or part of the Contract by the Council.
- 9.2. The Contractor will immediately notify all the affected parties, including the Authorised Officer, of any problems or difficulties which may result in the late arrival at any collection or drop-off point or affect the performance of this Contract.
- 9.3. In the event of a vehicle breakdown the Contractor must immediately contact both the destination and the relevant Authorised Officer by telephone.

10. Accident/Incident Procedure

- 10.1. In the event of an accident or incident in which an injury or suspected injury is caused to any Service User(s), the Contractor must immediately report it to the relevant Authorised Officer and the Service User's parent / carer by telephone. Each vehicle shall carry a mobile telephone for this purpose. If the accident occurs on an outward-bound journey it must also be reported to the Nominated

Individual at the destination. A full written account of the accident or incident should be provided by the Contractor within 24hrs of the accident or incident regardless of how minor.

11. Medical Procedure

- 11.1. It must be remembered by all staff that Service Users can have complex medical needs and therefore, some are more likely to be taken ill and certain precautions should be taken.
- 11.2. The Passenger Assistant must have current competency in at least Emergency First Aid.
- 11.3. The Passenger Assistant should have an understanding of the following Medical Conditions and the support and emergency treatment thereof.
 - Asthma
 - Epilepsy
 - Anaphylaxis

N.B – this list is not exhaustive

The need for knowledge of other medical conditions will be identified by the Authorised Officer as part of the Commissioning process.

- 11.4. If a Service User becomes unwell the vehicle should pull over as soon as safe to do so and their condition assessed.
- 11.5. Where the illness does not require immediate medical attention the Passenger Assistant should assist the Service User, including assisting them to administer any rescue medications, such as inhaler or auto injector.
- 11.6. Where there is concern about the welfare of the Service User, or where the Service User fails to respond to their rescue medications, Emergency Services should be called.

12. Health and Safety

- 12.1. The Service will be carried out with proper regard to safety and the Contractor will ensure that there is full compliance with all the relevant provisions contained within the Health & Safety at Work etc Act 1974 and all other Acts, Statutory Instruments, Regulations and Codes of Practice relating to Health and Safety and relative to this Contract. Particular attention is drawn to Section 3(I) of the Act that states "It shall be the duty of every employer to conduct his undertaking in such a way as to ensure so far as is reasonably practicable, that persons not in his employment who may be affected thereby are not thereby exposed to risks to their health or safety". This is particularly relevant to Service Users.
- 12.2. The Contractor will, whenever on premises under the control of the Council, comply with the Council's Health and Safety requirements and Codes of Safe Working practices as a minimum. The Contractor will also observe through his

employees all Council rules applicable to the premises, in particular there is a prohibition of smoking. Lifting/handling advice will be given if necessary.

13. Customer Care

- 13.1. The Contractor and the Contractor's employees must ensure that all Service Users are treated equally, with respect and dignity. They will provide the service in a courteous and helpful manner whether or not passengers are able to understand or communicate with them. The Contractor having fully understood the nature of the services required and the passengers who will receive the services will at all times act in a sensitive and caring manner and ensure that its employees are likewise made aware and also act in a sensitive and caring manner to all Service Users.
- 13.2. The Contractor will maintain a complaints procedure. Where things go wrong and without prejudice to any other remedy of the Council, an apology will be provided by the Contractor together with an explanation and a swift and effective remedy. A copy of any such written apology to a parent / carer should be sent to the Authorised Officer.

14. Performance Management

- 14.1. The Contractor will be expected to monitor their own performance in respect of this Contract and will report their progress to the Authorised Officer when requested.
- 14.2. The Council will undertake performance monitoring / quality assurance including the use of questionnaires.
- 14.3. The Contractor will maintain a daily journey log and include details of all accidents and incidents occurring during the performance of this Contract. The log will include a record of all instances where the journey has been disrupted in some way. For example, due to unruly behaviour, lateness of passengers, accidents, traffic congestion etc. The contractor should be prepared to share that log with the Authorised Officer to help identify on-going patterns and concerns.
- 14.4. Contractors will be required to attend Contract Management meetings with the Council on at least three occasions throughout the year and report on performance. These meetings may be held face to face or virtually.

15. Best Value

- 15.1. The Contractor must acknowledge that the Council is subject to the duty of Best Value as defined in the Local Government Act 1999. In providing the Services the Contractor will do the following:
 - 15.1.1. Support the Council in meeting the duty and in conducting reviews of the service as required by the Local Government Act 1999 and

guidance issued there under;

- 15.1.2. Comply with requests for information, data or other assistance made by the Council in pursuance of its duty and its customer care policy;
 - 15.1.3. Undertake such customer satisfaction surveys as the Council or the Contractor may wish, the content of which will include assessing the level of satisfaction among users of the services or their parents or carers. The content of the survey questionnaire and the timing of the survey will be agreed by the Council and the Contractor will copy the results of the survey to the Council within one month of completion.
- 15.2. If the results of the survey require improvements to the service the Contractor and the Council will agree on the action to be taken. If the action to be taken is to comply fully with the contract requirements, it will be carried out without cost to the Council and within an agreed programme of improvements. Changes to the Service deemed necessary by the Council and not covered by the Contract shall be dealt with in accordance with the terms of the General Conditions of Contract for Services document, or as may otherwise be agreed by the parties hereto

STAFF

16. All Staff

- 16.1. Due to the nature of the Services to be provided and the direct contact with Service Users the Contractor and his employees may 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.
- 16.2. Enhanced level DBS checks must be carried out on all staff including Drivers, Passenger Assistants, office based staff and any replacements, before they are employed on this Contract. The Contractor will meet all costs associated with carrying out these checks, including, where necessary, the expense of registering with the DBS.
- 16.3. Where a DBS check reveals any criminal activity, the Contractor shall not engage such person on this Contract without the prior written permission of the Authorised Officer.
- 16.4. The Contractor shall, by no later than three months from the date of commencement of the Service or from the date of employment, ensure that persons employed by him in the provision of the Service, including Sub-contractors employees who are not required to hold a licence under the Private Hire Vehicles (London) Act 1998, comply with the following:
 - Provide an up to date enhanced Disclosure certificate from the DBS for Service Users; and

- Disclose information about previous convictions in accordance with the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975.
- 16.5. The Contractor shall provide the Council with the DBS reference number and date of issues for all staff engaged over the course of this Contract. The Council shall not be liable to the Contractor, its Agents, Sub-contractors or employees for any costs or losses suffered as a result of the exercise of this clause.
- 16.6. Prior to commencement of the Contract, the Contractor must provide the Authorised Officer with details of all staff including their names and verification that they meet the criteria set out in clause 16.4. The Authorised Officer must be provided with similar details for any additional staff throughout the duration of the Contract.
- 16.7. The Contractor must maintain records of all checks undertaken and the results of the DBS clearance on all staff. These records, together with license information, must be made available for inspection by the Authorised Officer upon request.
- 16.8. The Contractor must keep records detailing which routes Drivers and Passenger Assistants have undertaken on a daily basis during the previous three months. This information should be made available to the Authorised Officer on request.
- 16.9. The Council reserves the right to instruct the Contractor not to use particular staff on specific journeys or on any part of this Contract. The Council is not required to give the Contractor, or member of staff, the reason for such exclusion, and will not be liable for any compensation or cost as a result of such instruction.
- 16.10. Staff will treat all information relating to clients as confidential and will not reveal it to any party other than the Authorised Officer or the Nominated Individual.
- 16.11. Staff should not be "over-friendly" with Service Users. They must not invite Service Users to their homes, or offer gifts and/or hospitality. They should not pass verbal messages from home to school; all messages should be in writing.
- 16.12. Drivers and Passenger Assistants will undertake the fitting of any safety harnesses and seat belts, secure any wheelchairs, before the journey starts. All equipment carried with Service Users must be securely stowed.
- 16.13. On arriving at the destination, the Driver and Passenger Assistants will hand over the Service Users to the Nominated Individual.
- 16.14. Continuity of Drivers and Passenger Assistant is important. Therefore, the same Driver and Passenger Assistant should be used on the same regular journeys. Any changes should be communicated to the Authorised Officer prior to change taking place.
- 16.15. Drivers and Passenger Assistants should be in possession of any guidance notes provided by the school and the Authorised Officer, which relate to likely

health problems affecting a Service User in transit. These notes and other information about Service Users obtained in connection to the service should be treated as confidential and should not be divulged to any third party.

- 16.16. In the case of misbehaviour, the Passenger Assistant and Driver should behave calmly at all times and resist scolding or reprimanding but should encourage the service user to comply with their instructions. Only in exceptional circumstances should the Passenger Assistant or Driver need to restrain a Service User physically. Should such a situation arise, only the least restrictive form of restraint to protect the Service User or others from injury should be exerted. Any such incidents must be reported to the Authorised Officer immediately followed by a full written report within 24 hours, this must include the mitigating circumstances relating to this incident.
- 16.17. Drivers' and Passenger Assistants' knowledge of the Service User can be very useful. If there is anything unusual in the behaviour or appearance of any Service User being transported, this should be referred to the parent / carer, Nominated Individual and the relevant Authorised Officer.
- 16.18. Drivers and Passenger Assistants should ensure that they know the location of, and how to use, the fire extinguisher, first aid kit and other safety equipment.
- 16.19. Drivers and Passenger Assistants should at all times wear identity badges. These should be clearly visible. The Identity Badge should include a recent passport photo, name, DBS number and the date of issue.
- 16.20. The Contractor shall not allow its Drivers or any Passenger Assistant to smoke or eat whilst working on this Contract. Mobile phones should be used in an emergency situation only.
- 16.21. In any emergency or any serious difficulty, contact should be made with the relevant Authorised Officer.
- 16.22. Drivers and Passenger Assistants must, at the Contractors expense, be provided with training in first aid to a standard recognised by the Health and Safety Executive (the HSE). The training body must be registered with the HSE and all certificates issued must remain current throughout the Contract Period. All Certificates and associated training documentation must be made available for inspection by the Authorised Officer.
- 16.23. Drivers and Passenger Assistants must, at the Contractors expense, undertake a PAT and/or MIDAS training course. All certificates issued must remain current throughout the Contract Period. All certificates and associated training documentation must be available for inspection by the Authorised Officer.
- 16.24. In addition to the training described in section 16.22 and 16.23 above, Drivers and Passenger Assistants will be required to attend in-service training to be conducted by the Contractor or the Council as agreed. This will take into account the special requirements of the Service Users, for example, disability awareness, manual handling procedures and managing challenging behaviour. Assistance with training may be given by the School where the Service Users

are in attendance. The Contractor will meet the cost of his employees' attendance at these training sessions (approximately 2 hours per term) whether conducted by the Contractor or the Council.

- 16.25. The Council operates an Equal Opportunities Policy and is committed to developing new and innovative ways of promoting and achieving equality of opportunity and outcomes. The commitment to equal opportunities is integral to the provision of all Council services including those provided by outside contractors and therefore the Council may seek, by consultation with Contractors, ways of achieving this.
- 16.26. The Contractor will at all times comply with the requirements of the Equalities Act 2010. The Contractor will inform the Council as soon as becoming aware of any legal proceedings brought or likely to be brought against the Contractor under the Equality Act 2010 and of any judgements and convictions arising there from.
- 16.27. The Contractor must ensure all Drivers and Passenger Assistants are up to date with the process for reporting for any Service User sexual exploitation concerns as detailed in the Operation Make safe. Report all safeguarding concerns.
- 16.28. Drivers and Passenger Assistants should be fit and able to undertake all duties requested of them.

17. Drivers

- 17.1. All Drivers must have the necessary licence to drive the relevant vehicle type required for their service under this Contract. The cost of any continuous training as part of these licence requirements should be at the cost of the Contractor.
- 17.2. The Contractor will retain copies of PHV Driver licensing or registration and insurance documents for all Drivers. These records must be made available for inspection on the request of the Authorised Officer.
- 17.3. PHV Drivers must also attend all CPC training sessions and the Contractor must keep all training records which should be made available for inspection in the request of the Authorised Officer
- 17.4. All Drivers must have a good knowledge of the streets and accessible routes of the Borough and neighbouring Boroughs and must always be equipped with a mobile phone during the performance of this Contract. When driving in other parts of the country they should carry an up-to-date street map or Sat Nav for assistance.
- 17.5. It is the Driver's duty to collect and deliver Service Users with safety in mind at all times. If Service Users become disruptive during a journey, the Driver shall immediately stop the vehicle, assess the situation and assist in the return of good order. Should there be continued disruption, the Driver may decide to return the Service Users to the home (am) or school (pm), whichever is

appropriate, particularly when such disruption occurs during the first few minutes of either journey. Delays of this nature must be reported to the Authorised Officer and the Nominated Individual immediately.

- 17.6. The Driver will not stop the vehicle to allow Service Users to enter shops or pay visits.

18. Passenger Assistants

- 18.1. The Contractor will provide Passenger Assistants for the journeys indicated in the Schedule.
- 18.2. The Passenger Assistant will be responsible for the welfare and safety of the Service User(s) for the duration of the journey.
- 18.3. All Passenger Assistant must be on the vehicle prior to collection of the first Service User and they must remain on the vehicle until the last Service User is delivered to their destination.
- 18.4. Subject to clause 7 of this Specification, on the homeward journey the Passenger Assistant will ensure that each Service User is received by their parent / carer. Any other arrangement must be agreed in writing in advance with the Authorised Officer, Nominated Individual and parent / carer. The Passenger Assistant can expect the parent / carer to bring the Service User to and collect the Service User from the vehicle.
- 18.5. Any incidents on the school bound journey should be reported to the Nominated Individual, immediately on arrival at the school. Where the incident occurs on the homeward journey, it must be reported to the Authorised Officer immediately, and the parents / carer of the Service User on arrival at the drop-off point. All incidents must be reported in writing within 24hrs of the incident. Any communication with the parent/carer must take place where the Service User cannot overhear the conversation.
- 18.6. The Passenger Assistant should ensure all valuables are conveyed in the Service Users' personal bags. Moneys should be placed in a sealed envelope; the Passenger Assistant should not take responsibility for any personal items.
- 18.7. The Passenger Assistant should not knowingly transport any medication for any Service User unless specifically authorised to do so by the Authorised Officer. Any such requests should be reported to the Authorised Officer immediately.

VEHICLES

19. Specification

- 19.1. The Contractor will ensure that all vehicles used in the execution of this Contract are, at all times, completely roadworthy. They must comply with the requirements of the Road Traffic Acts, The Private Hire Vehicles (London) Act 1998, the Construction and Use Regulations 1986 (and any amendment or re-enactment thereof) and with all other Government legislation and European Union Regulations that relate to the use and hire of such vehicles and Drivers for this particular purpose.
- 19.2. The Contractor will ensure that all vehicles: are properly licensed and insured; have current Test Certificates where applicable and are frequently inspected for roadworthiness on a time/mileage basis. They will retain copies of all relevant documentation, which must be made available for inspection upon the request of the Authorised Officer.
- 19.3. The Contractor will use vehicles which are suitable for transporting Service Users who may have a learning or physical disability. They must be in good working order, clean and have comfortable and adequate seating for all Service Users and the Passenger Assistant to travel in the rear of the vehicle.
- 19.4. The Contractor will not be relieved of his obligations under this Contract by virtue of the unavailability of a vehicle or vehicles for any cause whatsoever. Any replacement vehicle must comply with the requirements of this Contract and the Authorised Officer must be advised of any such replacements beforehand
- 19.5. The Contractor must hold an in-date Operators Licence for the full operation of this service detailed on the Contract Specification. For Private Hire Providers, they must hold a valid PCO licence.
- 19.6. Each and every vehicle used in the performance of this Contract must be fitted with:
 - 19.6.1. Proper and suitable safety harnesses (front and rear seat belts), restraining straps for Service Users and, where necessary, a proper and suitable harness for wheelchairs attached to the vehicle at a minimum of two points. All such straps, harness and clamps must be fitted in accordance with manufacturers' instructions and must comply with the Code of Practice for safety of passengers in wheelchairs.
 - 19.6.2. Fully equipped first aid kits, fire extinguishers and working interior lighting.
 - 19.6.3. Appropriate child seats as directed in any journey schedule
 - 19.6.4. Where transporting wheelchairs, a suitable tool for cutting restraints

in an emergency must be carried in the vehicle.

- 19.7. Continuity of vehicles is required at all times. Therefore, the same vehicles must be used for the same journey unless otherwise agreed by the Authorised Officer.
- 19.8. The Council reserves the right for the Authorised Officer to inspect any vehicle used in the performance of this Contract prior to the Contract being awarded and at any time during the Contract period without notice to the Contractor.
- 19.9. The Council reserves the right to instruct the Contractor not to use particular vehicles on specific journeys or on any part of this Contract. The Council is not required to give the Contractor the reason for such exclusion and will not be liable for any compensation or cost as a result of such instruction.

20. Maintenance

- 20.1. The Contractor will maintain and service the vehicles and integrated equipment in accordance with the manufacturer's requirements and / or legislation relative thereto.
- 20.2. The Contractor will ensure that such vehicles are fit and safe to be used at all times and when requested, produce the relevant documentation verifying the same.

21. Cleaning/Cleansing See also Appendix 1 (COVID-19 Requirements) below.

- 21.1. The Contractor will ensure that the outside and inside of the vehicle is cleaned at least once every week during the performance of this Contract and will keep the vehicles free from rubbish at all times.
- 21.2. In some cases, where an accident has occurred (for example a passenger has been physically ill in the vehicle); the interior of vehicles (or parts thereof) may need to be thoroughly cleansed. The Contractor shall ensure that this is performed as soon as is possible. All such cleansing shall be carried out by the Contractor at its own cost.

22. Environmental Policy

- 22.1. The Council operates an Environmental Policy and is committed to developing new and innovative ways of promoting and achieving environmental awareness. The Borough was declared an Air Quality Management Area in December 2003.
- 22.2. Commitment to environmental issues is integral to the provision of all Council services including those provided by outside contractors and therefore the Council may seek, by consultation with Contractors, ways of achieving this.

PAYMENT

23. Submission of Invoices

- 23.1. The Contractor will submit weekly Service Receipts by Tuesday midnight in order to be included on the next payment run. Service Receipts are a record of the service delivered and will be used by the Council to pay you, compared against Self-Bills generated from approved Service Receipts. *adam* will act as payment agent on behalf of the Council. Service receipts will be prepared in accordance with the prices agreed between the Council and the Contractor at the time that the Contract is awarded, or as agreed from time to time between the Council and the Contractor.
- 23.2. No payment will be made until such satisfactory information is received by the Council. The Contractor will not be able to claim reimbursement from the Council for loss of earnings or otherwise during this period.

24. Payment of Invoices

- 24.1. Payments will be made via the SProc.net system, with payment terms of 30 days
- 24.2. If approved, the invoice shall be paid to the Contractor for the service as specified in the Service Receipt on SProc.net
- 24.3. For ad-hoc journeys, the contractor will submit an invoice the week after the journey has been completed
- 24.4. Within seven days of the expiry or sooner determination of the Contract, the parties hereto will review all payments made under this Contract to determine whether there are any outstanding credit or debit balances due to either party.
- 24.5. Any additional information related to the payment of Invoices is stated in the Self-Billing Agreement

General Information

A: Place of Safety

On occasions the parent/carer may not be able to get to the allocated Pick up Point to meet the Service User. If this does occur the contractor must:

- Advise the Authorised Officer that no one was at the home address/pick up point
- Drop a note through the door to say an attempt to drop off was made but as there was no response the service will return at the end of the route.

- Take any other Service Users in the vehicle to their destinations.
- Return to the Service User's home address/pick up point. If there is still no response contact the Authorised Officer, who will advise on the next steps.
- If so advised by the Authorised officer, take the last Service User to the allocated Place of Safety

the Authorised Officer will try to contact parents and emergency contacts, and if that fails, pre-warn the Place of Safety that a Service User will be attending. The Authorised Officer will inform the contractor where the Place of Safety for the Service User is to be and will make arrangements for their reception there.

On arrival at the Place of Safety the crew must escort the Service Users into the building and hand them over to the staff. It is essential that the crew provide the place of safety with the details of the Service User so the place of safety can attempt to make contact with the family

There will be no cost incurred by the Council when the contractor has to take a Service User to the place of safety.

At the time of writing the Place of Safety for service users of school age is

- Barnardos Indigo Project, 14 Granville Road, Ilford, Essex, IG1 4RU TEL: 0208 554 2888

However, this may change during the period of operation of this contract.

B: Essential information

The Contractor will be provided with the Essential Information for every Service User. This information will detail the Service User's details, emergency contact numbers for the family and any medical needs of the Service User including any medication required for the identified medical condition including any allergies, seat requirements, calming strategies for the Service User, activities the Service User enjoys and more. This information will help the crew in providing suitable travel support for all Service Users.

C: Performance Indicators

The Contractor must arrive at the specified collection and drop-off points by the times stated in the Schedule of Journeys. Reliability of pick-up and drop-off times is of the essence of this Contract. Repeated lateness or failure to arrive at the correct place at the time and date set out on the Schedule of Journeys, or such other times and dates as may be agreed in writing between the parties, may result in termination of all or part of the Contract by the Council.

The Contractor will immediately notify all the affected parties of any problems or difficulties which may result in the late arrival at any collection or drop-off point or affect the performance of this Contract.

In the event of a vehicle breakdown the Contractor must immediately contact both the destination and the relevant Authorised Officer by telephone.

The performance targets of this contract are:

Service	Target
To carry out transport requests as instructed by the Authorised Officer	100%
To have no more than 5% of complaints against the awarded routes per term	100%
All out of hours journeys completed to be communicated to the Authorised Officer within 24hrs of the booking	100%
Termly satisfaction surveys - The Council expects 95% customer satisfaction to be satisfactory level or above	95%
All equipment to meet minimum legal requirements	100%
All licences must be in date and valid throughout the term of the Contract	100%
All invoices must be submitted within 5 days of the end of the month where journeys have been completed	100%

D: Complaints and Appeals

The Contractor shall:

- Have in place a Complaint and Compliment Procedure which is publicised and accessible to all Service Users and their families, in line with that of the Council's;
- For the duration of the Framework Agreement, ensure its Complaint and Compliment Procedure advises of the Council's Complaint Procedures and how its Passengers can contact the Council's Complaints and Investigation's Team;
- Record and report to the Authorised Officer the volume of complaints and compliments received in relation to the Service (including themes identified and action taken).
- The Contractor shall ensure that the Authorised Officer is informed of any serious complaint or allegation (e.g. safeguarding issues and / or alleged criminal activity) immediately
- To assist the investigation, the Contractor shall provide the Authorised Officer with all required information within the requested timescales

E: Child Protection and Adult Safeguarding Procedures and CSE

The Contractor shall at all times comply with the Child Protection and Adult Safeguarding Procedures relevant to the Local Authority and will ensure that any of the Contractor's internal procedures or inter-agency protocols are consistent with these procedures.

The Contractor shall:

- have a Designated Safeguarding Advisor who fully understands all aspects of Safeguarding and qualified to Level 3 in Safeguarding. The Advisor shall be the single point of contact between the Contractor and the Council when actual / suspected abuse is reported / investigated;
- ensure that the Designated Safeguarding Advisor has full knowledge and understanding of the Council's referral pathways;
- ensure that the role of the Designated Safeguarding Advisor is covered when they are on annual / sick or other leave;
- ensure the Designated Safeguarding Advisor has regular and recorded supervision;
- have processes in place which comply with the London Service user Protection Procedure: Edition 5, Working Together to Safeguard Service users 2015 and the Council's Local Safeguarding Service Users Board's (LSCB) Policies and Procedures;
- have in place a Whistleblowing Procedure;
- at the commencement of the Contract, provide the Authorised Officer with a copy of their Service User Protection/Adult Protection Procedure and ensure the Authorised Officer is advised of any amendments / revisions, as and when made;
- ensure all cases of abuse or neglect not restricted to your immediate duties (actual or suspected) are promptly reported to the Council's Service User Protection Assessment Team
- record and report to the Authorised Officer the volume of safeguarding incidents in relation to the Service as well as those referred by the Contractor (including themes identified and action taken).
- All safeguard referrals received by the Council about the Contractor, will be logged and investigated under the Council's Service User Protection Procedures/Adult Safeguarding Procedures. To assist the investigation, the Contractor shall provide the Authorised Officer with all required information within the requested timescales

The Contractor shall ensure that all workers access further relevant training to support their practice and development. This should include good practice in safeguarding adults and the ability to recognise different forms of abuse to help take appropriate action to stop similar situations from occurring again.

Safeguarding Adults referrals can come from a variety of different sources and may describe a range of different adult protection situations. They can include difficulties between individual Service Users, tensions between the vulnerable adult and their carers, failures in a service to provide care to an acceptable standard, individual cruelty, negligence or neglect, as well as attempts to deliberately exploit more vulnerable individuals

In the case of any concerns about a Vulnerable Adult the full Policy & Procedures for Safeguarding Adults are available on the participating Local Authority website.

Child Sexual Exploitation (CSE)

- CSE is a form of sexual abuse, in which a Service User is manipulated or forced into taking part in a sexual act. This could be as part of a seemingly consensual relationship, or in return for accommodation, affection, attention, money, drugs or alcohol.
- *Service user Sexual Exploitation can occur through the use of technology without the Service User's immediate recognition; for example, being persuaded to post sexual images on the internet / mobile phones without immediate payment or gain. In all cases those exploiting the Service User have power over them by virtue of their age, gender, intellect, physical strength and / or economic or other resources. Violence, coercion and intimidations are common, involvement in exploitative relationships being characterised in the main by the Service User's limited availability of choice, resulting from their social / economic and / or emotional vulnerability ([DCSF, August 2009](#)).*
- There are a number of indicators that a Service User is subject of CSE or in the process of being prepared or 'groomed'. These include, but are not limited to:
 - associating with other Service Users involved in exploitation;
 - estranged from their family;
 - going missing for periods of time or returning home late;
 - absent from education;
 - having unexplained gifts or new possessions;
 - having an older boyfriend / girlfriend;
 - retreated Sexual Transmitted Infections, pregnancies and terminations;
 - changes in physical appearance;
 - changes in emotional wellbeing;
 - physical injuries;
 - self-harm / thoughts of or attempts at suicide;
 - involvement in offending;
 - drug and alcohol misuse;
 - displaying inappropriate sexualised behaviour; and
 - evidence of sexual bullying and / or vulnerability through the internet and / or social networking sites

F: Business Continuity Plan (BCP)

The Contractor should have procedures in place to deal with the following emergency situations:

- Flooding;
- Loss of staff due to a pandemic, e.g. flu;
- Loss of vehicles, e.g. through fire or vandalism
- Fuel shortage;
- Loss of mains power;
- Loss of IT systems;
- Fire in the building and/or surrounding area;
- Loss of Telecoms; and
- Loss of water supply.

This list is not exhaustive and should be reviewed and updated by the Contractor on an annual basis or when an incident occurs

The Contractor should provide the Authorised Officer with an updated BCP when the plan is reviewed.

DEFINITIONS

SEND: “Special Educational Needs and/or Disabilities”.

Mileage: The distance travelled to get the Service User to their destination.

Direct Payment: A payment made to families to enable the sourcing of individual travel support.

Independent Travel Training: A course designed to teach the Service User to travel to and from their required destination independently.

Travel Buddy: Support for a Service User to travel on public transport to their required destination with support of an adult.

Scheduled Journey: the actually journey to the required destination.

Pick up Point: The allocated place where the Service User is going to be picked up.

Passenger Assistant: The person that supports Service Users whilst travelling to the required destination.

Authorised Officer: The Council officer responsible for commissioning the service.

DBS: Disclosure and Barring Service.

Key Code: A safety devise where vulnerable residents can safely store their keys.

Nominated Individual: The person that the Service User can be left with at the required destination.

Assistance Dog: A dog that supports the Service User because of their disability (guide dog).

Daily Journey Log: A diary of events for the journey.

PATS: Passenger Assistants Training Scheme. A qualification for the Passenger Assistant.

MIDAS: A qualification for the drivers.

Makaton, Signs & Symbols, Objects of Reference & Teach: Communication tools used by non-verbal Service Users.

Appendix 1 – COVID-19 Requirements

Drivers and Passenger Assistants must not report to work if they or their immediate family have symptoms of COVID-19; including temperature & cough. Instead they should call their employer for cover arrangements.

Pick up from home and arriving and exiting from school

Many vehicle routes have been planned to accommodate Bubbles and/or staggered school times to minimize contact groups.

You should agree with the school safe places to drop off to minimise or avoid close contact. Schools have been asked to ensure there is not the risk of children queueing in close contact before entering the vehicle.

You may be asked to ensure children sit in designated seats to limit contact with other passengers, and distance in the vehicle as far as possible e.g. if possible children should not sit next to each other

When receiving the passenger from the parent, the Passenger Assistant (or driver where no PA is present) must have a welfare conversation, to ascertain that neither the young person nor any of their immediate family are displaying symptoms of COVID-19 and that no-one has tested positive or been advised to isolate, before allowing the passenger to board.

- **Any passengers displaying symptoms, including new cough or temperature cannot be transported.**
- **If someone in the household has symptoms or has tested positive, the passenger must not be accepted. Family should be advised to follow Government guidance and seek testing.**

All instances should be reported back to the Authorised Officer.

Personal Protective Equipment

Drivers and PAs will use appropriate PPE.

This includes:

- masks and/or face shields; Face masks and shields should be clean for each journey.
- hand sanitiser to be used frequently, especially after contact with passenger or their property.

Passenger PPE.

Most of your passengers under this contract will be children and young people with special educational needs and so are not expected to wear face coverings, although some pupils may wish to do so.

Those pupils must be able to manage their own masks. Drivers and Passenger Assistants should not need to assist them to adjust or maintain their face covering. If you have any issues in this regard you should contact your manager and the Authorised Officer.

Encourage passengers to use hand sanitiser on boarding and alighting the vehicle

PA or driver must maintain control of the bottle of hand sanitiser and supervise young people during use, to prevent accidental ingestion by passengers.

Ventilation

- Drivers must ensure that the vehicle is well ventilated with fresh air. e.g. The driver's windows and/or any vents to be open in vehicle wherever possible.
- Open windows should be out of the passenger's reach so that they cannot throw things out, or try to climb out of the vehicle.
- If this is not possible, air conditioning should be set to take in outside air rather than just recirculate existing air (i.e. do not use anti-pollution setting etc.).

Cleaning

Drivers must undertake the following minimum cleaning regime:

- Inspection of vehicles before and after journey for any rubbish – clear and double bag in case of contamination.
- Contact points should be wiped with appropriate surface cleaners between journeys, or more frequently if visibly soiled. Particular attention should be given to handles, windows, seat belts, backs of seats and head rest in front of where pupils sit, and any specialist seating.
- Consider use of anti-bacterial wipes for transport staff to use especially for longer journeys
- Vehicles will be cleaned with detergent and bleach on a regular basis.
- **Potentially soiled or contaminated PPE and cloths must be disposed of in the appropriate waste disposal stream.**

Appendix 2 – Driver & Passenger Assistants Code of Conduct

Code of Conduct.

DO:

- Always wear your ID badge
- Make sure that you wear appropriate PPE and that the vehicle is ventilated appropriately
- Dress appropriately
- Only transport pupils named on your schedule.
- Ensure the passenger is handed over to an authorised person at the home. Any concerns check with office before pupil is handed over.
- Keep to the agreed timetable route, especially when transporting passengers alone.
- Maintain clear appropriate boundaries and always be professional
- Call the passenger by their name; do not use nicknames or any terms that may be deemed unappropriated or misleading. (e.g. “Dear”, “my Love”, “Darling”, etc.)
- Communicate with passengers in a way that everyone can understand.
- Make sure that passengers, and especially those in wheelchairs, are seated properly and the appropriate restraints are used.
- Be aware that some passengers may require extra help and time.
- Do report any delays in collection times so that parents, and schools can be notified.
- Report any concerns that one of your passengers shows any signs of abuse, immediately to your Safeguarding Lead, for onward reporting to The Authorised Officer
- Report any cancellation of transport to your office for onward reporting to The Authorised Officer.
- Record and report all incidents of inappropriate or disruptive behaviour without delay. Where possible, the journey should be completed. If it is impossible to complete the journey notify the Authorised Officer who will make alternative arrangements to get the passenger safely to their destination.
- Report any incident or behaviour that is ‘out of the ordinary’
- In a case of serious incident, the vehicle should be stopped and the emergency services called. This must be reported to the Authorised Officer on the day of incident.
- Any reports required must be factual and precise and not include any personal opinions or unsubstantiated information. Please be aware that reports may be shared with the passengers’ family.

DO NOT:

- Do not exchange personal details including mobile phone numbers, email addresses, full names, home addresses etc.
- Do not allow food or drink to be consumed in the vehicle and remember that your passengers may have any allergies related to food.
- Do not accept or give gifts to or from passengers or parents/carers

- Do not use bad or inappropriate language; remember, non-verbal does not mean that your passenger cannot understand.
- Do not engage in conversation of a personal nature.
- Do not enter into any kind of relationship or have social contact with the passenger or their family.
- Do not enter into any contact with your passengers or their families via social media
- Do not under any circumstances take pictures of passengers.
- Do not allow children to sit in the front of the vehicle.
- Do not make unnecessary physical contact with your passengers.
- Do not become involved in an argument. If challenged, please call either your office or the emergency services.
- Do not leave the vehicle unattended, especially with passengers on board.
- Do not smoke. It is not acceptable to smoke in any vehicle that is licensed under Transport for London as per their rules and regulations.
- Do not accept requests for transport changes from passengers or their parents or schools. All changes to arrangements must come from The Authorised Officer
- Do not be afraid to ask for help. If a passenger's behaviour is causing a problem, don't struggle alone. Ask the school or your employer for advice how to proceed.
- Do not transport passengers and wheelchairs without the proper seats or restraints.
- Do not use mobile phones or other devices during the journey unless it is directly related to the provision of the service