

For provision of regular services for Home to School Transport, Children's Services Transport and other Passenger Transport.

April 2021

1. INTRODUCTION

- 1.1. Milton Keynes Council is implementing a Dynamic Purchasing System (DPS) and is inviting suitably qualified transport operators to apply through the Accreditation and Enrolment procedure to join an Approved List for the provision of regular services for Home to School Transport and one-off journeys. 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. The DPS Approved List and Routes will be created and be managed entirely electronically in accordance with Public Contract Regulations 2015, Regulation 34.
- 1.2. The purpose of Routes secured through the DPS are to transport eligible people to and from their chosen destination safely and on time or at a time to suit the needs of the passengers. This should be in provision that is clean, correctly maintained, appropriate to user needs and driven by courteous and respectful drivers who can attend to their specific needs, supported when required by passenger assistants.
- 1.3. This service is subject to local and national pressure to improve assurances to the community regarding safeguarding vulnerable individuals. The overriding consideration for Milton Keynes Council is the safety of the children and vulnerable people in our care. The needs of Service Users are a key factor and can be described through 3 essential elements of the service:
 - 1.3.1. **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 procurement and maintenance, including associated equipment such as Wheelchair restraints and car seats.
 - 1.3.2. **Sensitivity** - Providers and their staff must maintain a very high level of customer service at all times and a thorough understanding of passenger needs. Staff turnover and variations in their schedules should be minimised to relieve or prevent anxiety amongst vulnerable Passengers.
 - 1.3.3. **Reliability** - Vehicles must consistently arrive at the correct collection and destination point without undue delay

- 1.4. The provision of any Route secured through the DPS is sensitive and always requires the highest possible standards to be applied. Service Providers will only be able to use persons authorised individually by the council to undertake this work and it is the Service Provider's contractual duty to ensure any person working on these Routes has current and valid authorisation.
- 1.5. The scope of the Services may be modified by legislative change or by the decision of the Council.
- 1.6. The Council reserves the right to make any adjustments to any element of the Service Specifications and Supplier Agreement at any time with due notice given to providers and the reasons for any alterations.

2. DEFINITIONS

2.1 In this specification the words and expressions below will be interpreted as set out here:

"Service Provider" means the operator of a Route or Routes as awarded by the Council through the DPS.

"Price" means the respective Service Provider's costs for carrying out the Requirement referred to in a Supplier Agreement and Service Specification;

"Establishment" is any building including Schools, Colleges and Day Centres or similar facility attended by one or more pupils, scholars, students or vulnerable users.

A "Route" secured through the DPS is either several regular journeys which form an ongoing contract or a one-off booking with a fixed pick up and/or drop off to be provided by the Service Provider. Depending on the contract there may be several pickup points in one Route.

"Service User" means a Passenger or the appropriate parent, grandparent, immediate family member or other adult supervisor or carer of a Passenger to be transported along a Route.

"Vehicle" means either a vehicle that is licensed as a "Private hire vehicle", "Hackney Carriage vehicle" Passenger Carrying Vehicle (PCV) or "Public Service Vehicle (PSV)". Definitions of these are as defined in the appropriate statutory legislation.

"DPS" means Dynamic Purchasing System which is set up to invite suitably qualified and experienced transport operators to join an Approved List of Service Providers.

"Approved List" means a list of Service Providers awarded by the Council.

"The Council" means Milton Keynes Council.

“Staff” includes any employee, agent, contractor, worker, director or any other person under the instruction of the Service Provider and used in fulfilment of a Route or the wider service delivery of the Service Provider.

“Services”, “Service Delivery” and “Delivery of Service” means the fulfilment of the Routes awarded to the Service Provider using their Staff and Vehicles.

“Authorised Representative” means the person provided by the Service Provider to comply with the duties in part 7 of this agreement.

2.2 Definitions of “local service”, “Public Service Vehicle” (‘PSV’), “Hackney Carriage”, and “Private Hire” are as defined in the appropriate statutory legislation.

3. STATUTORY REQUIREMENTS

- 3.1. The Service Provider, its Staff and all Vehicles used in the provision of Routes shall comply with all relevant European requirements where such exist and all relevant requirements of any Act of Parliament, statutory instrument, order, regulation, bye-laws or other enactment in force during the period of the DPS and any Call Off Contract let under the DPS.
- 3.2. Vehicles and drivers shall be licensed, equipped and maintained in accordance with PSV, Hackney Carriage or Private Hire Vehicle regulations, or have an appropriate permit as defined by the Transport Act 1985. For the avoidance of doubt, in those circumstances where a Route could be undertaken legally outside the licensing regulations, the Council will always require such licences to be in place.
- 3.3. Service Provider’s staff who drive PSVs must have the appropriate PCV/PSV licence. Service Provider’s staff who drive Hackney Carriage or Private Hire Vehicles must have a licence issued by the same licensing authority which issued the vehicle plate.
- 3.4. The Service Provider is responsible for, and must exercise all due diligence to ensure, that its Staff and Vehicles comply with the above requirements.

4. MILTON KEYNES COUNCIL REQUIREMENTS

- 4.1. The Council expects all its Service Providers to work toward a common goal of providing high quality service to service users, the Council and the public in general.
- 4.2. Service Providers will only be able to use Staff authorised by the Council to undertake this work and it is the Service Provider’s contractual duty to ensure that Staff working on a Route are authorised by the Council.
- 4.3. Staff authorised by the Council will be issued with a “**Milton Keynes Passenger Transport Badge**”. This is photographic identification which must always be worn/available whilst operating any Route secured through the DPS. Any of the Service Provider’s Staff who are either a Driver or are a Passenger Assistant must provide their name and address, and such form of proof of identity as reasonably

requested by the Council sufficient to establish their identity to the satisfaction of the Council. A “**Milton Keynes Passenger Transport Badge**” will only be issued to the Service Provider’s staff who have an enhanced DBS Certificate from the Disclosure and Barring Service and have been approved by the Council, **prior** to being employed on the Route.

- 4.4. If the Service Provider becomes aware that any member of their staff has been arrested, charged, bailed, prosecuted, convicted, or investigated for any offence or any allegation has been made against any of their Staff which would reasonably call into question their suitability or if there is any other reasonable doubt about the suitability of a member of their Staff, the Service Provider must inform the Council immediately.
- 4.5. The Council reserves the right to request that any person issued with a Milton Keynes Passenger Transport badge undertakes an enhanced DBS check at such intervals as the Council may specify.
- 4.6. To be authorised by the Council the Service Provider’s staff shall be able to satisfy the criteria set out below:

Documents and evidence required for a home to school transport badge	Passenger Assistant	PSV Driver	Taxi Driver
Enhanced DBS	✓	✓	✓
Evidencing criminal record history (if applicable) *	✓	✓	✓
Safeguarding awareness training.	✓	✓	✓
Driver Certificate of Professional Competence (CPC)	n\a	✓	n\a
Passenger Assistant Training Scheme (PATS)	✓	d	d
Wheelchair vehicles – either pat’s module B2, or WAV training	✓	✓	✓
Taxi licence (for out of county drivers, the licence held must comply with MKC licencing policies and procedures)	n\a	n\a	✓

Key: ✓ = mandatory, n\a = not applicable, d = desirable.

5. CONTRACT PERIOD AND TERMINATION

- 5.1. The DPS shall commence on 07 June 2021 and expire on 07 June 2025 with a possible extension of two year to 07 June 2027.
- 5.2. Service Providers who are contracted to the Council under the DPS will be invited to bid using electronic “mini-competitions” which will take place from time to time when the Council needs a Route to be secured through the DPS.

- 5.3. In certain urgent situations, Routes may be secured by “direct award” to a specific Service Provider rather than by a mini competition. The expected start and end dates for individual Routes secured in this way will be indicated at the time of the direct award. Scenarios of where a “direct award” may be issued are contained in the DPS Operational Guide document found on www.demand.sproc.net.
- 5.4. One off journeys contracted through the DPS will apply only on the day of operation of the booking.
- 5.5. Any Route secured through the DPS may be subject to change due to changes of passenger circumstances or other event that in the view of the Council requires the Route to be changed.
- 5.6. The expected start and end dates for individual Routes secured through the DPS will be indicated at the time the requirement is put out. At times the Council may extend end dates for Routes, and these Routes will remain under the original terms and conditions secured at the start date point.
- 5.7. Any Route secured through the DPS may be terminated before its expiry date by the Council serving notice in accordance with contractual terms and conditions under the following circumstances:
- The Route is no longer required because the individual(s) being transported no longer requires the Service
 - The number of passengers to be conveyed has increased or decreased to such an extent that in the sole opinion of the Council a revision of the Route is appropriate
 - Other arrangements are considered in the reasonable opinion of the Council to necessitate the termination of this Contract.
- 5.8. In the event of a minor change in the Council’s requirements for a Route or of a request by the Service Provider to make minor modifications to the Route the Council will seek to agree with the Service Provider a variation to the Route. Any agreement reached shall be in writing prior to any routes changing by exchange of emails between both parties prior to any changes as required or through using Sproc.net messaging tool.
- 5.9. A Route secured through the DPS will only be awarded if the Service Provider has provided the required evidence that the appropriate licence(s) and staff authorisations are in place before the specified start date.
- 5.10. Routes may be suspended or terminated by the Council during any period that the Service Provider or its Staff does not have the appropriate licence or if any licence previously granted has been suspended or withdrawn for any reason or has had conditions attached to it which prohibit the operation of Routes secured through the DPS.

5.11. Routes may also be suspended or terminated by the Council at any time should the standard of service not meet the required expectations detailed in this Service Specification or any other related service documentation.

6. TYPES OF CALL OFF CONTRACTS

6.1 At the point of supplying your Accreditation and Enrolment documentation to join the DPS, you will choose which of the following Service Category Lot(s) you wish to be attached to: -

Lot 1: Cars up to **three** pedestrian passengers:

Lot 1 (a) Driver and Vehicle only

Lot 1 (b) Driver, Passenger Assistant and Vehicle

Lot 1 (c) Driver, Passenger Assistant and Vehicle for one wheelchair passenger

Lot 2: Cars: **four to eight** pedestrian passengers:

Lot 2 (a) Driver and Vehicle only

Lot 2 (b) Driver, Passenger Assistant and Vehicle

Lot 2 (c) Driver, Passenger Assistant and Vehicle for up to two wheelchair passengers

Lot 3: Minibuses: **nine to 16** pedestrian passengers:

Lot 3 (a) Driver and Vehicle only

Lot 3 (b) Driver, Passenger Assistant and Vehicle

Lot 3 (c) Driver, Passenger Assistant and Vehicle for up to four wheelchair passengers

Lot 4: Buses/Coaches: **17 to 33** seats

Lot 4 (a) Driver and Vehicle only

Lot 4 (b) Driver, Passenger Assistant and Vehicle

Lot 4 (c) Driver, Passenger Assistant and Vehicle for up to six wheelchair passengers

Lot 5: Buses/Coaches: **49+** seats

Lot 5 (a) Driver and Vehicle only

Lot 5 (b) Driver, Passenger Assistant and Vehicle

6.2 You do not have to be attached to each Service Category lot.

6.3 Throughout the lifecycle of the DPS you may wish to apply for additional lots to be attached to. If a supplier wishes to add themselves to an additional Service Category/Lot, then a new enrolment will have to be created.

7. SERVICE PROVIDER'S AUTHORISED REPRESENTATIVE

7.1. The Service Provider shall have provisions in place to ensure that telephone or e-mail enquiries will be answered at any time when Routes are in operation. The Service Provider shall have a named operative contactable by phone or email between the hours of 0730 and 1700 (Monday to Friday) as a minimum. The phone number and other contact details shall be notified to the Council who may share

them with an establishment or service user. An answerphone message delayed answering of the phone or returning a call shall not be considered an acceptable solution.

- 7.2. The Service Provider must respond in writing (e-mail is acceptable or through the messaging function on Sproc.net) to all correspondence (including complaints) relating to the operational performance of the Routes secured through the DPS, whether from members of the public, the Council, or any other interested party, within 48 hours of receipt of that correspondence. Failure by the Service Provider to respond within 48 hours may result in the Council assuming that the complaint is upheld.
- 7.3. The Service Provider shall have a formal complaints procedure in place.
- 7.4. The Service Provider shall relay to the Council (by email or through the messaging function on Sproc.net) any service user comments about the provision of the Service. The Service Provider may also be asked to take part in other forms of customer feedback when required by the Council, including the distribution of service user feedback material

8. SERVICE PROVIDER'S RESPONSIBILITIES

- 8.1. Service Providers have a duty to meet all statutory requirements associated with operating vehicles and running a business and shall aim to provide the highest possible standard of service. The Service Provider shall ensure that appropriate records are kept in order to ensure it can evidence compliance with the requirements for Staff to be authorised as outlined in section 4 above to:
 - Ensure that only authorised Staff work on Routes secured through the DPS; and
 - Provide the required evidence that only authorised Staff have been used in the provision of the Routes.
- 8.2. The Council will undertake spot checks and if unauthorised drivers or passenger assistants are identified the Council reserves the right to terminate that Route without notice. The Council shall also report any offences under any other legislation to the relevant authority.
- 8.3. It is the Service Providers responsibility to ensure that any offences committed by a driver or passenger assistant after award of a Milton Keynes Council school badge is reported to the council immediately so the suitability of that member of staff can be reviewed.
- 8.4. The Council reserves the right to terminate all Call off Contracts with the Service Provider if repeated breaches on individual Call off Contracts are found.

- 8.5. The Service Provider shall ensure that matters concerning the DPS or any Route secured through it can be discussed with the Council at any reasonable time and will also have a controller contactable by email and/or telephone during the hours of 07.30-17.00 Monday to Friday.
- 8.6. The Service Provider shall ensure that its Staff shall, at the Service Provider's expense, give all reasonable assistance to the Council in the investigation of complaints, monitoring or Routes, disciplinary matters, claims for damages and similar matters.
- 8.7. The Service Provider shall bring the Service Specification and all other relevant documentation supplied as part of the documents on the DPS to the attention of all Staff to ensure they are aware of, and comply with, all relevant sections. This should include signed acceptance of understanding from all provider staff with records kept of this acceptance.
- 8.8. The Service Provider shall ensure that their Drivers and Passenger Assistants are trained in the provision of safe transport and that a programme of training for all Staff is established, so that Staff can comply with any Council and route requirements.
- 8.9. It is expected that Service Providers will, at their own cost, provide a continuous programme of training and development (CPD) for its staff. The Council or identified partners may offer training deemed to be of mandatory importance for drivers and passenger assistants to attend (i.e. safeguarding, behaviour management). The Council will give the Service Provider enough notice of training dates.
- 8.10. The Service Provider is responsible for ensuring all drivers and Passenger Assistants complete a Meet and Greet form (where appropriate) and 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 Driver/Passenger Assistant.
- 8.11. If the regular Passenger Assistant is not available for a journey where a Passenger Assistant is specified, the Driver must not carry out the transport route until a replacement Passenger Assistant is sourced by the Service Provider.
- 8.12. The Service Provider must notify the Council immediately by email, at least 24 hours prior to the change, of any changes to its Authorised Representative or operational contact details including address, telephone number or email, or any change in name or registered office. The notified e-mail account along with the messaging function in the Sproc.net system shall be the primary means for communicating administrative matters and any potential ad-hoc Route or contract changes.
- 8.13. The above should also be confirmed via the DPS system and it is the Service Providers responsibility to ensure that company information is kept up to date in the DPS.

- 8.14. The Service Provider shall be responsible for the recruitment of an enough drivers and passenger assistants to ensure resilience and business continuity for the efficient delivery of their contracts.
- 8.15. The Council requires a high level of continuity of staff employed on each individual contract. The Service Provider shall make every reasonable effort to provide the same driver and passenger assistant and vehicle, for the same routes and passengers. If the Specification for the Route requires that the same vehicle and Staff shall be supplied to operate on that Route at all times, the Service Provider shall provide to the Council a written description of the vehicle and / or the names, addresses and personal details of the Staff to be employed. If any changes occur the Service Provider must notify the Council as soon as possible.
- 8.16. The Service Provider must notify the Council as soon as possible if the Service Provider or any of its Vehicles, Staff, Drivers and Passenger Assistants are served notices, have conditions imposed, or other circumstances change that affect the provision of Routes under any Call Off contract. The Service Provider must also notify the Council of any enforcement action taken in respect of a Vehicle or member of Staff, incidents that may affect the licences held by the Service Provider or Member of Staff, or the DBS status of an individual. All notifications must be as soon as possible after the incident occurs, and the Council should be kept informed of any subsequent actions relating to issues set out in this Paragraph.
- 8.17. In the event that a Vehicle is involved in a road traffic accident or other incident which directly affects the operation of the Route whilst Passengers are being conveyed on their journey the Service Provider shall inform the drop off establishment and the Council as soon as possible irrespective of the severity of any accident or incident. A written report of the incident must be submitted within 24 hours of the incident taking place.
- 8.18. In the event that a Vehicle is involved in a road traffic accident or other incident which directly affects the operation of a Route, but not whilst Passengers are being conveyed, the Service Provider shall inform the Council promptly during working hours or by 10:00am on the following working day if the incidence occurs after normal hours. A written report of the incident must be submitted within 24 hours of the incident taking place.
- 8.19. In either of the above situations, if a Route is directly affected to the extent that the Service Provider cannot complete the Route the Service Provider is responsible for notifying the council to ensure a suitable replacement.
- 8.20. In addition, the Service Provider should ensure that its Staff comply with requirements below.

9. SERVICE PROVIDER'S STAFF

9.1. Due to the nature of the Service, the Service Provider's Staff are the main point of contact between the passenger, the Service Provider, and (indirectly) the Council. It is therefore essential that all Staff:

- Are fully aware and have signed off their full understanding of this specification as well as all the legal documentation available related to Milton Keynes Council available on www.demand.sproc.net. This understanding must also include all relevant Service Provider and Council policies and procedures. Clear records must be kept of staff sign off of understanding.
- Are suitably qualified, experienced and fit for the intended work and have undergone the vetting arrangements as detailed in this Service Specification and related documents.
- Are properly trained, qualified and licensed to perform their duties (including the undertaking of PATS, basic minimum safeguarding awareness and other relevant training required based on service user needs where appropriate).
- Always wear a "Milton Keynes Passenger Transport Badge" (the photographic identification approved by the Council) whilst operating any Route secured through the DPS. Details of how this badge can be obtained can be found in the Drivers and Passenger Assistants minimum requirements document which can be found in Sproc.net or by contacting the Home to School Transport team directly.
- Can communicate effectively in English.
- Carry out home visits (Meet and Greet) prior to the commencement of the contract, in order to be fully aware of service requirements, including any special arrangements for the safe conveyance of passengers with disabilities.
- Are properly instructed as to the Route and stopping places.
- Have a thorough understanding of the needs of the passengers to be transported and request more information from the operator, school or the Council if appropriate to deliver optimal service.

9.2. Specialist training must also be undertaken in order to provide routes for certain types of children or young people, for example behaviour support, sign language. This will be specified at an individual contract call off stage.

9.3. All Staff carrying wheelchair-bound passengers shall be familiar and compliant with current guidance issued by the Department for Transport or other similar bodies, which may from time to time be updated or any guidance or instruction that may be given by the Council based upon local policy.

9.4. The Council may require the Service Provider at the Service Provider's expense to ensure that any Staff employed to perform any Route secured through the DPS have been suitably and appropriately trained to the Council's satisfaction in the basic

requirements for the provision of the Service. The Council may direct a Service Provider to provide such extra training as necessary where Staff are found to have fallen below the standard expected by the Council.

- 9.5. Staff who are Passenger Assistants should be trained in the appropriate modules of the nationally recognised Passenger Assistant Training Scheme (PATs) and have undertaken basic safeguarding training by the start date of the Route as should Staff who are drivers who are operating Routes where relevant persons are carried without a passenger assistant on the vehicle.
- 9.6. Service Providers shall ensure that all Staff have received adequate training and are competent in the use of any special equipment which may be required, e.g. ramps or lifts, kneeling equipment, passenger harnesses, car seats and wheelchair restraints. Those Staff without the appropriate training approved by the Council must not be used on any Route secured through the DPS,
- 9.7. All Staff (both drivers and passenger assistants) shall maintain a courteous and professionally detached relationship with passengers and each other, whilst fully co-operating with Council staff and others to resolve any problems.
- 9.8. Staff must regard as confidential any information concerning passengers and their families provided in connection with the Routes secured through the DPS.
- 9.9. The Council reserves the right to remove at any time and without notice any of the Service Providers Staff engaged by it on any Call off Contract if that Staff member is under investigation or deemed unsuitable. The Council shall not be obliged to disclose the reasons for reaching such a conclusion.
- 9.10. All Staff must be aware that information regarding passengers and their families is confidential, and must not be disclosed to anyone, except as professionally required or in order to report a crime or safeguarding concern to the relevant authorities.
- 9.11. All Staff are required to co-operate with staff at Establishments over arrangements for manoeuvring, parking, picking-up and setting-down within or in the vicinity of the Establishment grounds.
- 9.12. A vehicle must never be left unattended whilst there are passengers on board.
- 9.13. At the end of every journey, the vehicle should be checked by the driver to ensure that it is empty of passengers and baggage and hand in any lost property items to the employer.
- 9.14. Vehicles must load/unload passengers on the nearside of the road and on the same side as the premises. If a passenger needs to cross the road from the vehicle they must be accompanied.

- 9.15. Parents/carers in most cases will accompany passengers to and from the vehicle but on some occasions, support will be required from the passenger assistant.
- 9.16. Staff employed as passenger assistants shall be medically fit, a suitable and competent person who shall be no less than 18 years of age, having successfully completed PATS training and undertaken basic minimum safeguarding training. Where a specific request is made for a male or female passenger assistant, the Service Provider must ensure that any such requirement is always complied with. The Service Provider must ensure that passenger assistants employed on any Route are suitable to work with children.
- 9.17. The Service Provider must notify the Council immediately if aware that any member of Staff has had a licence revoked, refused or suspended that is essential to fulfil a Route.
- 9.18. Service Providers are expected to assist the Council in all investigations of complaints involving the Staff of the Service Provider.

10. ENHANCED DISCLOSURE AND BARRING SERVICE (DBS) CHECKS

- 10.1. Staff authorised by the Council will be issued with a **Milton Keynes Passenger Transport Badge**. This is photographic identification which must always be worn/available whilst operating any Route secured through the DPS. Any of the Service Provider's Staff who are either a Driver or a Passenger Assistant must provide their name and address, proof of identity, Enhanced DBS certificate and any other relevant licence or training certificate to the satisfaction of the Council.
- 10.2. Service Providers will only be able to use Staff authorised by the Council to undertake this work and it is the Service Provider's contractual duty to ensure that Staff working on a Route are authorised by the Council.
- 10.3. If the Service Provider becomes aware of any actual or intended prosecution for an offence against any of their Staff or is given any other reason to doubt the suitability of any of their Staff, the Service Provider must inform the Council immediately.
- 10.4. The Enhanced DBS Certificate may be obtained through any agency. Where a new DBS Certificate is required, it is expected that the member of Staff concerned will sign up to the DBS update service for the continuous registration option.

11. SAFEGUARDING

- 11.1. Service Providers on the DPS Approved List will be responsible for transporting some of the most vulnerable children and young people in the borough, sometimes for long distances. 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 as a direct result of the transport provided.

- 11.2. When joining the DPS, all Service Providers have agreed to implement and publicise to their staff the Milton Keynes Corporate Safeguarding Statement. Also, that staff / drivers / passenger assistants working on council contracts will receive Basic Awareness Safeguarding Training in order to qualify for the council's authorisation badge, and training at least every 2 years thereafter, and that training records will be kept. Additional specialist training may also be required to be undertaken in order to provide certain routes Safely relevant to individual needs appropriately including behaviour management strategies
- 11.3. All staff must also know the correct referral procedure to report any safeguarding issue. The Milton Keynes Safeguarding Board multi-agency safeguarding procedures and can be found at: [MKSCB Inter-Agency Policy & Procedures; Milton Keynes Safeguarding Children Board](#). Any concerns must be raised to the Local Authority and the operator immediately with clear records kept of concerns raised.
- 11.4. All drivers, passenger assistants and other staff must have good knowledge and understanding of these policies and the provider must have a signed agreement from staff that accepts understanding.
- 11.5. All staff that have contact with children or vulnerable adults or have access to their personal details must have a current Enhanced Disclosure and Barring Service (DBS) check. If the DBS reveals a conviction, caution or other information, the member of staff will NOT be deployed on services to the Council until such time as the Council considers the matter. An authorisation badge is not obtainable without a cleared DBS.
- 11.6. Staff are required to be friendly and courteous to their Passengers and engage in conversation but must always maintain a professional distance.
- 11.7. Staff must not give any form of edible treat including sweets to passengers and must be aware of any specific passenger's severe allergy, e.g. peanuts.
- 11.8. 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, operator and to the establishment, and recorded appropriately.
- 11.9. In order to ensure passenger safety, the Driver/Passenger Assistant should only take instructions from the Council, or sometimes where agreed with the Council-the establishment. 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. Under no

circumstance should any other person be transported at the same time unless specifically directed to by the Council.

- 11.10. 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.
- 11.11. When operating a special needs transport route, the Passenger must always be collected from and returned to a parent/carer or other known responsible adult.
- 11.12. If there is nobody available to accept the passenger, contact your manager/controller who will inform the appropriate person at Milton Keynes Council so they can contact the family. The operator will work with the Council directly over next steps.

12. VEHICLES

- 12.1. The Service Provider shall use the vehicles specified in the tender accepted by the Council for the provision of Routes secured through the DPS. Any changes to the number, type or seating capacity of vehicles used to provide the Routes must be agreed in advance with the Council.
- 12.2. The Council shall be the sole hirer of any vehicle during the time that it is used on a Route secured through the DPS.
- 12.3. All vehicles used by the Service Provider for the provision of a Route secured through the DPS should display, at least, the last four characters of the Route number or reference, or some alternative that may be agreed in writing by the Council, in a prominent position at the front of the vehicles so as to be visible from the outside as a means of identification.
- 12.4. Unauthorised luggage or goods are not permitted on the vehicle.
- 12.5. Unsecured objects should not be carried. If driving with a loaded boot, secure the rear seatbelts to prevent the rear seat backs collapsing if an accident occurs or heavy braking is required. Do not load anything above the height of the rear seats unless secured correctly. Do not carry small items loose in the boot. Keep the dashboard and passenger footwell clear of loose items which could slide around and obstruct the control pedals.
- 12.6. All vehicles, and fitted equipment, used by the Service provider shall comply with the provisions of the Specification and be:
 - Suitably taxed, insured, licensed and maintained.
 - Suitably equipped to fulfil their function and equipped with suitable first aid and fire extinguishing equipment, bodily fluids spills kit (for all SEN transport), escape hammer, warning triangle, High Vis vest/jacket. If the fire extinguisher, first aid kit or bodily fluids spills kit is used, it must be replaced before the vehicle is next used. The High Vis must be worn when outside the vehicle.

- Always maintained to the MOT standards set out in the relevant Construction and use regulations.
- Vehicles must be no more than fifteen years old at any time during the life of any Call off Contract.
- In Compliance with any legal or licensing requirement
- Operated correctly – either in accordance with the Private Hire legislation (12.7 below) or public Service vehicle legislation (12.8 below).
- In normal fleet livery, and clearly displaying the Service Provider’s name. Vehicles in a dedicated livery for other organisations should not be used on Route secured through the DPS.
- Always have Route numbers clearly displayed on the vehicle while operating the Route.
- Not loaded beyond their capacity.
- Designated as “non-smoking” throughout.
- Comply with the requirements of 11.5 and/or 11.6 as is applicable.

12.7. In addition to the above - **Vehicles with up to eight passenger seats:**

- Must comply with the relevant licensing requirements and conditions imposed by the district or borough council that granted their licence.
- Have child seats fitted and used in accordance with manufacturer’s instructions, and these should be appropriate to the needs of the child being transported.
- Must have a means of communication available for use in emergencies.
- Must be constructed to have at least four doors unless agreed in advance, in writing, with the Council.
- Must be fitted with three-point retractable seat belts on all passenger seats. Where seat belt anchorages are incorporated in the seat, the seat mounting shall be designed to be capable of transferring these loadings into the structure of the vehicle. The seat belt installation shall have undergone an installation inspection and the vehicle shall hold an appropriate current MoT Test Certificate specifying the number of inspected seat belted passenger seats.
- Must be operated in accordance with the Local Government (Miscellaneous Provisions) Act 1976 and any licence granted under that legislation.
- The Vehicle must be inspected daily by the Driver of the Vehicle and regularly by the Service Provider
- The Vehicle should be assessed to the MOT standard at least every 6 months either through the relevant licensing regime of the local authority who granted the licence or where a 6 monthly MOT test or similar is not a requirement of the local licensing authority by undertaking a separate MOT at 6 monthly intervals.
- Staff who are drivers and/or passenger assistants of such vehicles shall insist that all passengers wear seatbelts throughout their journey.

12.8. In addition to the provisions of the above - **Vehicles with nine or more passenger seats:**

- Must be PCV/PSV licensed.
- Must be no more than fifteen years old at any time during the life of any Call off Contract.
- Must comply with PSV Accessibility Regulations 2000.
- Have child seats which are fitted and used in accordance with manufacturer's instructions.
- Must have a means of communication available for use in emergencies.
- Shall have gangways and emergency always exits kept clear.
- In the interest of safety, all vehicles with 9 or more passenger seats on journeys which regularly convey pupils shall display distinctive yellow reflective "School Transport" signs as required under the Road Vehicles Lighting (Amendment) Regulations 1994 (S.I. 1994 No 2280) or any amendments to these regulations.
- Must be operated correctly in accordance with the Public Passenger Vehicles Act 1981, The Transport Act 1985, The Public Service Vehicles (Operators' Licences) Regulations 1995, The Road Transport Operator Regulations 2011 unless exempt.
- Must comply with national regulations on the fitting of seat belts in Public Service Vehicles. Where fitted all seat belt installations shall have undergone an installation inspection and the vehicle shall hold an appropriate current PSV Test Certificate specifying the number of inspected seat belted passenger seats. All seat belts and anchorage points must meet EU defined standards. Staff who are drivers of such vehicles shall take such steps as required by law to ensure that such belts are worn by all passengers throughout their journey.

12.9. In addition to the above, service providers of Wheelchair-**accessible vehicles must ensure:**

- Drivers/passenger assistants must be trained in the safe loading/unloading of wheelchairs
- All passengers should be transferred to a vehicle seat where possible.
- Parents should be ensuring that the wheelchairs are correctly maintained. Milton Keynes Council reserves the right to decline transport should the wheelchair be deemed unsafe
- The required space for wheelchairs carried in class M1 vehicles (Fewer than 8 seats in addition to the driver's seat) or M2 vehicles (More than 8 seats in addition to the driver's seat and a maximum mass of less than 5 tonnes) should be no less than 1300mm x 750mm x1500mm
- Clients and contractors need to ensure that they are using the appropriate restraints for the wheelchairs and that the correct tie-down points on the wheelchairs are always used. Vehicles must have enough space around the wheelchair and user to avoid contact with other passengers, unpadded parts of the vehicles or wheelchair tie downs
- All restraints and seat belts must be checked regularly for wear and tear

- That if fitted with tail-lifts they comply with LOLER and PUWER regulations, have an annual weight test and be examined by a competent person at least every six months. Tail lifts to be no more than fifteen years old at any time during the life of any Contract. The weight limit stated on the tail lift of the vehicle should always be adhered to. Please note that this is the combined weight of the passenger and the wheelchair. Drivers/passenger assistants should not accompany the passenger on the tail lift unless agreement is given in advance at the time a risk assessment. Wheelchairs should have the brakes applied and their power units disabled whilst on the tail lift
- The Vehicle has sufficient headroom to allow all passengers to travel in comfort.
- Wheelchair anchorages must be of the vehicle manufacturer's design and construction.
- Any wheelchair users should travel in a forward-facing position unless the vehicle has been specifically designed and licensed to support transport against the vehicle bulkhead.
- Have child seats which are fitted and used in accordance with manufacturer's instructions.
- Shall have gangways and emergency always exits kept clear
- That if a PCV licensed vehicles operated under an appropriate permit as defined by the Transport Act 1985, the vehicles conform to the Department of Transport Code of Practice "The Safety of Passengers in Wheelchairs on Buses" (VSE 87/1 May 1987) or any subsequent revision or equivalent restatement thereof.
- That if the vehicle NOT PCV licensed, or one operated under an appropriate permit as defined by the Transport Act 1985, the MINIMUM standard for vehicles shall be as set out in the Council's Taxi Licensing Policy.
- All wheelchairs must be appropriately restrained during transit, including if empty, and a separate passenger restraint for wheelchair users must always be used. Where standard wheelchair restraints are required for the transportation of passengers the minimum requirement will be of test strength specification 120kg.

13. EQUIPMENT

13.1.If specialist equipment including booster seats, car seats, harnesses, and wheelchair restraints is required for the safe transport of any client, this must be provided by the Service Provider as the Council will not be providing such equipment. Such equipment should only be provided at the request of the Council. In some instances, the costs of such equipment may be refunded by the Council. Equipment required will be listed at call off stage.

13.2.Any such equipment that is paid for by the Council remains the property of Milton Keynes Council and as such can be recalled without notice at any time. If the pupil that the equipment was bought for should leave a specific contract before the contract is due to expire then said equipment shall be returned to the Council.

13.3. When equipment is given to a provider an agreement will need to be signed that stipulates the terms and conditions of the piece of equipment.

13.4. The Service Provider is responsible for ensuring the safety and security of any such specialist equipment and shall carry out any necessary inspections to ensure that the equipment is properly maintained, safe and fit for purpose.

14. PERFORMANCE

14.1. Routes (whether regular journeys which form an ongoing Call off Contract or a one-off booking) shall be operated in accordance with the details provided at the time of the mini competition which will include:

- The day(s) and/or dates of operation
- The pick-up and set down points and times
- A passenger lists
- Individual needs of passengers travelling
- Start date and end date of the contract (if applicable)
- Any equipment required

14.2. In most circumstances it will be mandatory for the Service Provider's staffed to make home visits prior to a Route's start date, in order to be fully aware of service requirements, including any special arrangements for the safe conveyance of passengers with special needs and/or disabilities

14.3. No changes shall be made to the route, passenger list or pick-up and set down points and times without the prior written approval of the Council which shall not be unreasonably withheld if the proposed changes are in the interests of existing and potential users of the service.

14.4. On larger vehicles where an individual travel pass is issued by the Council to service users, each passenger must hold a valid pass. The driver should check as passengers board and notify both the service user and the Council of any expired pass or no pass. Failure to do so will count as carrying unauthorised passengers.

14.5. There should be no stopping on route at any points other than those authorised as the pick-up and set down points (except by reason of an emergency). If a change to the Route is made by reason of an emergency, the Service Provider shall advise the Council at the earliest opportunity of the change made and the reasons for it. In the event of a medical emergency, the driver must decide on the best / quickest course of action – continue to establishment or home, return to establishment or home, drive straight to the hospital or call 999 if the distance to any of the above is too far.

14.6. Running a journey earlier than the scheduled times must always be avoided. If it proves impossible to maintain the scheduled route and timetable, the Council must

be notified immediately. Changes to a Route can only be made if authorised by the Council in advance.

- 14.7. The Service Provider must ensure that Staff are familiar with the pick-up and set down points and times, the passenger list, specific passenger needs and with the route to be followed undertaking route learning prior to the commencement of the Route.
- 14.8. A list of all the necessary emergency telephone numbers must always be carried in the vehicle whilst operating the route (for example, contact details for establishments, parents, Milton Keynes Council etc).
- 14.9. The Service Provider should have procedures in place to monitor operation of its Routes as evidence of this will be required from time to time by the Council.
- 14.10. Any late running of more than 15 minutes, vehicle breakdown or accident shall be reported immediately to the Council, and to any Establishment served if the service provides transport for specifically contracted persons.
- 14.11. Waiting time for passengers is limited to five minutes unless otherwise stated by the Local Authority at Call Off stage or through a subsequent agreement with the Local Authority. For a door to door pick up, if there is no reply at the address, a business card from the company should be left, showing the time and date of the attempted pick up.
- 14.12. The Service Provider shall advise the Council at the earliest opportunity in advance in the event of a foreseeable difficulty in providing any Route secured through the DPS.
- 14.13. The Service Provider shall ensure that, during the hours of operation of providing any Route secured through the DPS, their Authorised Representative shall be available at the operational base to make arrangements to restore the service in the event that it becomes disrupted
- 14.14. The Service Provider may be liable for the legitimate expenses of passengers if the Council has to make alternative arrangements as a result of the failure of the Service Provider to provide a Route or journeys in accordance with the Specification of Service
- 14.15. Service Provider shall have contingency plans for dealing with vehicle failures, Staff unavailability and similar emergencies at their own cost. Service Providers shall be required to evidence such plans to the satisfaction of the Council at any time and must notify any alterations made to these arrangements in writing at the time of change
- 14.16. The Service Provider may in an emergency arrange short term cover for a Route or one-way journey by sub-contracting to an alternative Service Provider who is

contracted to the Council under the DPS provided that this alternative provider only uses Staff authorised by the Council. The Service Provider must obtain the prior written agreement of the Council as to the suitability of the arrangements to any form of sub-contracting. In any instance of emergency cover it remains the responsibility of the Service Provider to ensure that the journeys are provided in accordance with all Call off Terms and Conditions.

14.17. Where a Service Provider is unable to provide a Route on a short-term basis, the Council may arrange cover and the additional cost incurred will be deducted from any payment due to the Service Provider.

14.18. Sub-contracting is not allowed in any other circumstances, if a Service Provider is unable to fulfil their obligations under a Call off contract they must contact the Council immediately so that the Council can take a decision as to the route in question and contact all affected parties.

14.19. Operational issues should in the first instance be raised with the Council and not with Establishment staff. It is the Service Providers responsibility to ensure that its Staff do not agree changes or alterations to a Route, or any Service provided without agreement of the Council.

14.20. The Service Provider is responsible for ensuring that its Staff act in accordance with the agreements set out in this Contract and the Service Provider is responsible for all acts and omission of its Staff in relation to the provision of the Services required under this Specification and any other service related documentation on Sproc.net.

15. PASSENGERS

15.1. The majority of the Passengers to be transported may be vulnerable, have Special Educational or Additional needs. Such needs may include physical disabilities and /or additional learning needs, communication, or emotional and behavioural difficulties. Some Passengers can exhibit challenging behaviour and / or aggression and can be difficult to control. Others may be visually or hearing impaired or have conditions such as epilepsy and 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.

15.2. Some journeys will require that a Passenger Assistant be provided to accompany the Passengers. It is the provider's responsibility to ensure that drivers and passenger assistants are appropriately trained for the journeys they are contracted to.

15.3. All Drivers, Passenger Assistants and other staff involved in the Services shall show understanding and empathy to all Passengers carried, talking through the reasons for changing a route if this needs to happen. 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 always be maintained. The quality of transportation to and from destinations could affect their emotional welfare, subsequent behaviour and quality of life.

- 15.4. Some Passengers may require special seating and / or wheelchair or other access by tail lift. Details will be provided by the Council at Call Off stage or subsequently throughout the lifecycle of a contract.
- 15.5. Service Providers may also be required to transport parents or other carers where Passengers require care from these individuals as instructed by the Council
- 15.6. Concerns about the transport of a Passenger or Service User must be raised immediately with the Council at the earliest opportunity by the Service Provider. Service Providers and their staff must not make changes to transport arrangements without the prior agreement of the Council
- 15.7. Only passengers who are included in the passenger list provided with the Specification of the Route shall be carried by the Service Provider. No other passengers shall be carried in the vehicle except with the previous written consent of the Council. This includes passengers from other Routes operated by the Service Provider.
- 15.8. Cases of bad behaviour by persons transported by the Service Provider shall be promptly reported to the Council and the Establishment, preferably accompanied by details of the persons involved.
- 15.9. Persons shall not in any circumstances be banned from a Route or refused transport by a service, pupil's parent, guardian or a teacher at the Establishment.
- 15.10. In the event of any proposed banning or permanent removal of a pupil from a transport provision written agreement must have been provided from the Council. Permanent removal will only be agreed after all other options have been exhausted.
- 15.11. At all times the Service Provider and its Staff must be mindful of theirs and the Council's safeguarding duty and take all steps to ensure that a Route is fulfilled.

16. PAYMENT

- 16.1. The parties acknowledge that at the Council's sole discretion, adam HTT Ltd act as the Council's payment agent for making payments to the Service Provider in respect of Charges that become payable.
- 16.2. Subject to the correction of any errors, Self-Billing Invoices shall be payable in accordance with the terms of the **Self Billing Agreement**, by adam HTT Ltd.
- 16.3. Full details of the payment process can be found in the Supplier Agreement and Call Off Terms and Conditions.

16.4. The Council reserves the right to withhold payment, or part payment for journeys which fail to operate according to the Service Specification, Supplier Agreement and Contract Terms and Conditions unless the reason for such failure is clearly and demonstrably outside the control of the Service Provider and could not reasonably have been foreseen and it is promptly drawn to the attention of the Council. The following are examples of what shall be considered to constitute non-operation of a journey are below. Please note this list is not exhaustive and further details of intermissions that may also be applicable can be found in the Operational guide document on Sproc.net

- failure of any part of the journey to operate if such a failure is within the control of the Service Provider or its Staff;
- operation of more than 10 minutes later than the agreed time at any point shown;
- operation more than 5 minutes earlier than the agreed time at any point;
- failure to follow the specified route (where specified);
- failure to pick up all intending passengers without good reason;
- unprofessional conduct which may bring the Council into disrepute.

16.5. Where non-operation of a journey results in additional costs to the Council, in arranging alternative transport for pupils or other users, all reasonable costs so incurred shall be deducted from subsequent payments.

17. MONITORING OF QUALITY AND COMPLIANCE

17.1. The Council will carry out random Contract / Route Checks on individual vehicles at establishment sites or pick up points to assess compliance with MKC requirements (see sample form at Appendix A).

17.2. The Council will operate a Compliance Monitoring Process whereby contractors are attributed an overall score based on the compliance review. The score will equate to an overall pass or fail based on the scoring system.

17.3. Providers will be required to attend meetings with the Council to discuss contract performance and put in place improvement plans if required. These meetings will be arranged with appropriate notice given.

17.4. The Council will carry out annual Head Office visits to review Service Provider's systems and record keeping (a sample form that will be used during audit visits can be found at Appendix B- please note, the form layout and content is subject to change at any point as deemed necessary by the Local Authority). This visit will contribute to the overall quality score of the provider.

17.5. Any information requested by the Council in respect of the Services shall be submitted in the form and at the frequency stipulated by the Council and, if appropriate made available for inspection by the Council at the Service Provider's

offices. The Council will be entitled to make copies of any documents it requires from the Service Provider. This information shall include, but is not limited to:

- Licences and permits for vehicles and Staff (both drivers and passenger assistants);
- Insurance details;
- MoT certificates;
- Maintenance records, including driver defect reporting records and hoists where fitted;
- Details of vehicles used on Routes secured through the DPS
- Individual driver's hours schedules and work period records;
- Staff details, including names, DBS disclosure, and **Passenger Transport Badge** numbers;
- Staff training records;
- Journeys which did not operate in accordance with the Call off Contract and the reasons for such failures, which must be compiled on a day-to-day basis;
- Financial records;
- Compliance with Service Specification, Supplier Agreement and all contracts (Service Agreements);
- Complaints logs.

17.6. All Staff who are drivers shall produce on demand to the Council their full driving licence and a DBS certificate if they have been required to be checked.

17.7. All Staff (both drivers and passenger assistants) must always wear the Milton Keynes Passenger Transport Badge and present it for inspection when needed.

17.8. The Council may require the Service Provider, at his own expense, to submit any vehicle used in the provision of the Services for inspection by a Council location (this includes vehicles that are not licenced by Milton Keynes Council or are licenced as PCVs). The Council may instruct the Service Provider not to use any vehicle which is found to have, or suspected of having, a defect which could adversely affect the safety of the passengers, and the Service Provider will be required to provide at its own expense an alternative suitable vehicle for the performance of any Call off Contract.

17.9. The Council shall monitor timekeeping of Routes secured through the DPS and will advise the Service Provider of any adverse observations as soon as possible after the observation, seeking the Service Provider's explanation for the observed deficiencies.

17.10. The Service Provider shall be expected to have its own procedures in place to monitor timekeeping, contract performance and any element as required by the Service Specification.

17.11. Third parties (e.g. the police, VOSA or the Council's Taxi Licencing team) may also undertake spot checks at Establishments or other locations from time to time and the results of these checks will feed into the Contract Management Plan.

18. QUALITY MANAGEMENT

18.1. The Council has added a quality element to the DPS where the Contractor will be given a quality score based on daily compliance visits of their vehicles and staff and scores from head office audits and data returns.

18.2. The quality score given to the provider will be used as a weighting factor in bidding Competitions at the value of 10% of the bid. The remaining 90% will be based on price as per the previous DPS

18.3. The council will carry out head office audit reviews and will also require mandatory data returns via forms and uploads to the system at points throughout the academic year.

18.4. The Council recognises that unreliability or a suboptimal service can be caused by circumstances beyond the control of the Contractor; however, failures to meet the Specification which in the opinion of the Council could reasonably have been foreseen or otherwise avoided by the Contractor may incur penalties under this procedure.

18.5. If, from any source, the Council has evidence that the Contractor has failed to meet the required standards, action may be taken. The onus will be on the Contractor to show that any alleged irregularities did not occur; providing whatever evidence to the Council that may be available. In the absence of such evidence, the allegation may be treated as being correct prima facie.

18.6. The quality score and compliance performances could also impact on a provider's ability to be awarded future contracts through the introduction of a temporary provider ban on the DPS until quality improves. If quality continues to be under the required standards in the opinion of the Council, then the Council will begin steps to remove a provider from the DPS. A provider can only reapply to the DPS once the Council is satisfied that the issues have been rectified and following the successful completion of the accreditation and enrolment process again.

18.7. If the Council is satisfied that the Contractor has failed to meet the required standards under the Service Specification or Supplier Agreement, then further actions will be taken.

18.8. If a contract accumulates **over 3 failed compliance visits** at any one time during the contract period it would amount to a material default and the contract would be subject to performance review pending possible termination.

18.9. If following contract or provider performance review meetings and subsequent action plans to arise from those meetings performance still does not improve then the Council may seek to begin termination processes for either the specific contract or removal of the provider from the DPS. Temporary bans on Providers removing their ability to bid for new contracts may also be used if necessary, until performance improves. This will be determined at the Councils discretion.

18.10. The Council reserves the right to make amendments to this scheme

19. QUALITY SCORE APPEAL

19.1. If a Contractor wishes to appeal against the issue of their quality score, they must do so in writing to the Council. Such appeals should detail the reasons for the appeal and will be considered by the Council in the light of all the circumstances. This appeal must be made to the Home to School Transport manager.

19.2. Contracts that are removed from Providers will then go back into the retendering process. The provider who has had the contract removed will not be able to rebid for that contract.

20. CONTRACT MANAGEMENT

Contract Management places responsibilities upon both parties to the Contract (the Council and the Service Providers) and will be applied at both Service Provider level and at the level of individual Routes. The Council reserves the right to make amendments to the Contract Management Activity and Responsibilities and the Supplier Performance Measurements at any time. Any amendments made will be notified to providers in writing with details of the amendments and when any changes will come into effect.

Contract Management Activity and Responsibilities

	Activity	MK Council	Frequency	Supplier Representative
1.	Contract/Route Checks on at establishment sites or pick up points (see sample form at Appendix A)	Compliance Officer	<ul style="list-style-type: none"> At least annually When prompted by complaints Frequency dependent on contract 	Driver and/or PA on vehicle at the time of the check
2.	Head office visits to review Service Provider's systems and record keeping (see sample form at Appendix B)	Compliance Officer/HTST manager	<ul style="list-style-type: none"> At least annually More frequently if issues arise 	Service Provider licence holder or other representative at

				time of visit
3.	Provider performance review meetings	Compliance Officer/HTST manager	<ul style="list-style-type: none"> At least annually More frequently if problems occur. Frequency will also depend on types and number of contracts held. 	Representative at least Operations Manager level
4.	Customer/ stakeholder compliments and complaints	Customers, schools, Councillors etc	<ul style="list-style-type: none"> Ad hoc 	n/a
5.	Third party checks on individual vehicles (e.g. VOSA/MKC Taxi Licensing/Police)	VOSA MKC Taxi Licensing Police	<ul style="list-style-type: none"> Ad hoc 	Driver and/or PA on vehicle at the time of the check
6.	Submission of accurate self-billing	HTST staff, <i>adam htt</i> staff	<ul style="list-style-type: none"> Weekly 	Staff service receipting on the DPS system

The data from the above activities will feed into the **Supplier Performance Measurement** below

	Activity	Grading	Criteria	Action
1.	Contract/Route Checks on contracts at establishment's sites or pick up points to assess compliance with MKC requirements (see sample form at Appendix A)	Score to be applied as on form	See Appendix	Provided by council after spot check and discussed at performance review meetings
2.	Head office visits/data returns to review Service Provider's systems and record keeping (see sample form at Appendix B)	Score to be applied as on form	See Appendix	Review meeting and subsequent action plan to be set out after audit visit
3.	Third party checks on individual vehicles (e.g. VOSA/MKC Taxi Licensing/Police)	To be determined by 3 rd party	To be provided by 3 rd party.	Provided by relevant authority after check