



# **SERVICE SPECIFICATION**

**being part of the**

# **SUPPLIER AGREEMENT (Schedule 3)**

**FOR THE PROVISION OF PASSENGER TRANSPORT  
SERVICES**

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# 1. Introduction

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

## 2. Summary of Expected Outcomes

- 2.1 The aim of the service is to provide a safe, sensitive and reliable transport to service to meet the needs of Passengers, who may be children, young people, and adults, who may be vulnerable and may have additional and special needs, to and from schools, day centres, community services, short breaks, residential / foster placements, supervised contact centres

and other establishments.

2.2 The needs of the Passenger are a key factor for this contract and essential elements of the service are as follows:

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

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

**Reliable** - Vehicles must consistently arrive at the correct collection point and destination point without undue delay and in a timely manner.

### **3. Purpose of Service**

- 3.1 The objective of the Services is to provide a safe, reliable and timely transport provision for identified users. Transport requirements are subject to frequent change and it is therefore important that the service provision is flexible and able to react quickly to changing circumstances and requirements without detriment to quality. All drivers, Passenger assistants and other staff of the Service Provider undertaking the service shall show understanding and empathy towards all Passengers.
- 3.2 Service Providers are required to provide services for the following:
- Transport for children attending special schools, specialist units, mainstream schools and any other educational establishments both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
  - Transport for children, to and from respite and/or LAC placement / supervised contact provision both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
  - Transport for children where transport has been authorised on medical grounds or social need, both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
  - Transport for adults with varying disabilities, to and from community support services, respite centres and other provision both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;
  - Transport for older people, to and from community support services, respite provision and other provision both within and outside the boundaries of the boroughs. This may be on a daily basis, or on a regular but less frequent basis, or this service may be required on an ad-hoc basis;

### **4. Services requirements**

- 4.1 The requirements of the Services are set out in this Service Specification.
- 4.2 The scope of the Services may be modified by legislative change or by the decision of the Council.

### **5. Expectations of the provider and partnership working**

- 5.1 The Council expects all its Service Providers to work toward a common goal of providing high quality service to the users of the service, the Council and the public in general.
- 5.2 The Council desires to work in partnership with Service Providers for service delivery and development with a mutually beneficial approach to problem solving.
- 5.3 The Service Provider will be expected at all times to:
- Behave and to deliver services in a way, which supports the Councils' vision to deliver a consistently high quality of service to the individual Passengers, the Council's clients and customers in receipt of transport assistance, ("Passengers") while ensuring no actions occur which could be construed to undermine them.

- To ensure, by careful service planning and monitoring of delivery, that the services are delivered to the required quality, within agreed budgets and are capable of being amended and/or improved to meet changing needs.
- To seek the views and, wherever possible, encourage the participation of the Council clients and customers in assessing the quality of the services provided.

## **6. Passengers To Be Transported**

- 6.1 The majority of the Passengers to be transported under this contract may be vulnerable, have Special Educational or Additional needs. Such needs may include physical disabilities and /or additional learning needs, autism disorder, communication, or emotional and behavioural difficulties. Some Passengers can exhibit challenging behaviour and / or aggression and can be difficult to control.
- 6.2 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.
- 6.3 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 be maintained at all times. The quality of transportation to and from destinations could affect their emotional welfare, subsequent behaviour and quality of life.
- 6.4 The same courtesy and consideration will need to be also shown to families and carers.
- 6.5 Overview of potential service users Passengers of the service:
- Older people who may be frail and need assistance in putting outdoor clothing on. They may also suffer from conditions such as Dementia or Alzheimer's.
  - Passengers who may have some form of disability. These may include physical disabilities and/or learning, communication or emotional and behavioural difficulties.
  - Passengers who may be visually or hearing impaired or have conditions such as epilepsy and be prone to fits.
  - Passengers who may have specialised wheelchairs and frames which need to be transported with them.
  - Some Passengers can exhibit challenging behaviour and / or aggression and can be difficult to control – this includes young people who are on secure orders and may be a flight risk.
  - Vulnerable Young People who are experiencing the trauma of moving placement or leaving home
- 6.6 Some journeys will require that a Passenger Assistant be provided to accompany the Passengers.
- 6.7 Some Passengers may require special seating and / or wheelchair or other access by tail lift. Details will be provided by the Council.
- 6.8 This Service Specification covers the transportation of all Passengers; Service Providers may also be required to transport parents or other carers where Passengers require care from these individuals.
- 6.9 Some Passengers will require the transportation not just of themselves but also their guide dog or hearing dog for the deaf. The Service Provider will be responsible for ensuring these provisions are adhered to at all times
- 6.10 Concerns about the transport of any individual must be raised immediately with the Authorised

Officer at the earliest opportunity. Service Providers and their staff must not make changes to transport arrangements without the prior agreement of the Authorised Officers.

## 7. Safeguarding Children and Adults

- 7.1 Service Providers on the DPS Approved List will be responsible for transporting some of the most vulnerable children, young people and adults in the borough, sometimes for long distances.
- 7.2 The Service Provider has a duty of care for the people they transport and is responsible for ensuring that they reach their destination safely and do not experience stressful journeys that make them anxious or upset.
- 7.3 All Service Providers must have an up to date Safeguarding Policy covering vulnerable children and adults that complies with the PAN London Safeguarding protocol and the requirements set out in the Supplier Agreement. The Service Providers Safeguarding Policy must continue to be updated to reflect and changes made to the PAN London protocol. All Drivers and Passenger Assistants must have good knowledge and understanding of this Policy.
- 7.4 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 check is not clean, the member of staff it relates to must NOT be deployed on services to the Council until such time as the Council considers the matter. The Council will confirm in writing if the person concerned is approved to deliver services.
- 7.5 All staff that come into contact with children or vulnerable adults must have undergone relevant Child Protection / Safeguarding training at least every 2 years and include behaviour management strategies. All staff must know the correct referral procedure to report any safeguarding issue to the relevant organisation. The Council may spot check staff training records to ensure Service Providers are meeting this requirement and we will also need to see the providers safeguarding policy during the tender process.
- 7.6 All staff that come into contact with children or vulnerable adults must ensure that the boundaries between Passengers and staff are maintained. Staff are required to be friendly and courteous to their Passengers and engage in conversation but must maintain a professional distance at all times.
- 7.7 If any member of staff witnesses inappropriate behaviour or bullying by other Passengers or members of staff at pick up, drop off or during the journey then this must be reported immediately to the Council.
- 7.8 In order to ensure Passenger safety the Driver and/or Passenger Assistant should only take route instructions from the Council. Once the Passenger is on board transport they are the responsibility of the provider and should be transported only as directed. The Service Provider should only transport the named individuals it has been instructed to. Under no circumstance should any other person(s) apart from the named Passengers be transported at the same time unless specifically directed to by the Council.
- 7.9 When transporting solo Passengers the Driver must ensure that the Passenger sits in the back seat and not in the front seat next to the Driver.
- 7.10 When transporting children or young people back to their home, if the parent/carer are not home when the transport arrives then the Driver must follow the procedure set out in **Appendix A**.

7.11 When transporting vulnerable adults requiring supervision; if the expected parent/carer/staff member/Service Provider is not available as expected on arrival at destination then the Driver must follow the procedure agreed beforehand with the Council.

## **8. Service Standards**

- 8.1 Service Providers must meet minimum requirements to ensure a safe, timely journey such that Passengers do not experience a stressful journey or become anxious.
- i. To avoid being late, drivers should arrive 5 minutes before the designated pick-up times on outbound and return journeys. This is necessary because delays for some Passenger(s) can have extremely serious consequences both for them as an individual and may also produce other potential effects for their carers/parents or other Passenger(s).
  - ii. Service Providers must ensure that all assigned routes are effectively resourced in terms of suitable vehicles, drivers and Passenger Assistants. Drivers must ensure that they are acquainted with local parking and access at the pick-up / drop off locations
  - iii. The Service Provider must ensure that it maintains a record of the named Driver and Passenger Attendants who undertakes the Services on every given occasion and shall provide details to the Council upon request
  - iv. Drivers and Passenger Assistants must be dressed appropriately in suitable clothing at all times, courteous and aware of the Passenger's needs.
  - v. Drivers must have knowledge of the geographical area and driving conditions, and drive the most efficient route possible to keeping journey times to a minimum.
  - vi. Service Providers shall ensure (allowing for holidays and other absences) that the same Driver and Passenger Assistant are assigned to undertake each route in order to maximise continuity of service for each Passenger and minimise disruption. If there is to be a change, families/carers should be notified of the nature of the change as soon as is reasonably practicable by the Service Provider (unless it is because of sickness which is only known on the day) and the new Driver and/or Passenger Assistant introduced.
  - vii. Drivers must politely alert their Passenger(s) and/or their parents/carers to the vehicle's arrival at the point of pick up, i.e. by knocking on the door or by some other suitable means that makes their presence known (and not by sounding the vehicle's horn) and then waiting for audible and/or visible recognition from the Passenger(s) and/or their parents/carers.
  - viii. When collecting and dropping off Passengers, Drivers must only park where it is safe to do so, and where it is safe for the Passenger to access their chosen destination. Where a vehicle is parked which requires Passengers to cross a road in order to gain access to either the School/service or the vehicle then Drivers/Passenger Assistants are expected to assist Passengers as necessary to ensure their safety.
  - ix. Service Providers must have a contingency plan for any unavoidable delays or Driver absences which includes timely communication with parents, carers or adult service users and methods for alternative solutions.
  - x. In the event of short notice school/service closure the Service Provider must have adequate transport available to ensure that children are picked up from school and transported home.
  - xi. Drivers must assist wheel chair Passengers and those with limited mobility to access and exit vehicles



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

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

Note: This is not an exhaustive list

8.3 Where performance measures indicate that service delivery is below the required standard then action may be taken by the Council. Action will include:

- Issue of instruction for corrective measures (Default Notice under the Supplier Agreement)
- Suspension of the Supplier Agreement thereby preventing the Service Provider from bidding for new work during a specified time period
- Immediate termination of routes (Service Agreements)

## **9. Vehicle Requirements and Vehicle Environment**

9.1 Service Providers must meet minimum requirements to ensure a safe and comfortable journey for Passengers:

- i. Service Providers must ensure that all vehicles and drivers are appropriately Licensed and Insured, with or without wheelchair access as required or PSVs with or without wheelchair access as required.
- ii. All vehicles must be compliant with the London Emissions Zone (LEZ) in relation to CO2 emissions.
- iii. Service Providers shall ensure that vehicles are maintained in a clean, tidy and well-ordered condition both inside and outside.
- iv. The Service Provider must allow officers of the Council to inspect the vehicles and documentation used for this contract, at any time the Authorised Officer so requires.
- v. Service Providers shall ensure that the windows of the vehicles are kept clean and unobstructed to afford Passengers a good view of the outside environment.
- vi. Service Providers shall ensure that its Drivers and Passenger Assistants understand and take into account that some of the Passenger(s) may be particularly sensitive to the internal environment of a vehicle with regard to odour, volume levels etc. e.g. from the vehicle's or other Passenger's radio or other electrical devices.
- vii. In order to ensure comfort and minimise the likelihood of stress for Passengers, the Service Provider shall ensure that its Drivers and Passenger Assistants shall maintain the temperature and ventilation in each vehicle at a level in all weathers which is comfortable for the Passenger who are being transported.
- viii. All vehicles shall either be equipped with, or the driver shall be provided with,

adequate means of receiving instructions from, or transmitting information to, the Service Provider's controller at all times while providing the Services. The Service Provider's rates and prices shall include for this provision.

- ix. The Service Provider shall ensure that when playing music either by radio, CD, iPod or any other device in a vehicle whilst transporting Passengers, that the preferences for the type of music; or indeed no music (if that is requested) of Passengers always take priority over the preferences of the Driver and/or Passenger Assistant.
- x. The Service Provider shall ensure that any music or other material which is played in any vehicle is always appropriate for the age and needs of the Passengers who are being transported and is not played at a volume which may distract the Driver or cause any discomfort to the Passengers.
- xi. The Service Provider shall ensure that all of its vehicles carry a clearly marked First Aid Box and fire extinguisher, which should comply with the Health and Safety (First Aid) Regulations 1990 or equivalent.
- xii. All vehicles that are used by the Service Provider to transport children who are attending Primary School must have child locks fitted and engaged to the Passenger compartment throughout each journey. For some secondary school aged children and adult Passengers child locks may also be a required. The Council's Authorised Officer's will confirm when this provision is a requirement with the Service Provider.
- xiii. Vehicles used for secure transport may require Passenger Assistants trained in restraint techniques and will requires vehicles modified to reduce any flight risk that the passengers may pose. This is likely to include vehicles with locks on the back doors and a secure screen between passenger and driver.
- xiv. For wheel chair uses, Service Providers must have a wheelchair tie-down and occupant restraint system (WOTRS) that allows a wheelchair to be secured to the vehicle floor, and the Passenger in the wheelchair to benefit from a properly fitted seatbelt system.
- xv. Where the vehicle is transporting Passengers in an appropriately secured wheelchair the vehicle should carry belt cutters to free the Passenger in case of an emergency.
- xvi. All vehicles should have the correct child seats for the height of any child they are transporting. These seats should be secured according to manufacturers' guidelines and kept clean.
- xvii. The Council reserves the right to perform spot checks on an ad-hoc basis to confirm that the appropriate legal and operational cover is in place for any Driver providing Services under this Service Specification.

## 10. Operational Requirements for Service Providers

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

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

from time to time during the term of the DPS Approved List.

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

Services.

## 11. Staffing Requirements for Service Providers

### 11.1 General Requirements

- i. The Service Provider's personnel must be suitably qualified, experienced and fit for the intended work and have undergone the vetting arrangements as detailed in the Supplier Agreement.
- ii. The Service Provider shall comply with the Council's Code of Practice for Suppliers, Contractors and Providers (insofar as they are relevant and to avoid doubt a bond is not required from the Service Provider), in particular the equality and diversity provisions. The Service Provider shall ensure that all personnel engaged in the delivery of the Services receive appropriate equality and diversity training according to their job role.
- iii. The Service Provider shall be responsible for the recruitment of a sufficient number of competent drivers to ensure efficient service delivery and their subsequent Enhanced DBS including 'Protection of Children' and 'Protection of Vulnerable Adults' validity.
- iv. The Council requires a high level of continuity of staff employed on this Contract and the Provider should take all reasonable steps to keep staff changes to a minimum. A full list of staff to be allocated to Journeys is to be provided to the Council.
- v. When required, the Council may specify the gender of the driver or Passenger Attendant and the Service Provider will provide suitable staff. The may require the transportation of Passengers' guide or hearing dog, and the Service Provider will ensure that this is provided.
- vi. Details of any staff changes to the staffing allocated to journeys by the Provider must be provided as they occur, including the reason for the change.
- vii. All staff associated with the delivery of the Services must conduct themselves professionally, be clean, smart and suitably attired to undertake their duties in a disciplined manner at all times but particularly with respect to driving vehicles.
- viii. The Service Provider must ensure that drivers and/or Passenger Assistants are able to participate in relevant training (i.e. Disability Awareness and Safeguarding Requirements) that may be conducted by the Council from time to time. Such training will be at nil cost to the Provider, save for payroll costs to the Provider for their staff to attend. The Council will give the Service Provider sufficient notice of training dates. It is expected that Service Providers will also provide a continuous programme of staff training and development.
- ix. The driver and Passenger Assistant must work closely and co-operatively together to ensure the wellbeing of the Passengers to whom they are required to exercise a general duty of care.
- x. The Provider shall ensure that a daily record is maintained for each route specifying driver, Passenger Assistant and Passenger details.
- xi. The Service Provider is to ensure that drivers and Passenger attendants do not accept, store or administer any medication, including the use of oxygen and injections (i.e. epipens), without the express and explicit agreement of the Council. Staff must not accept direct instructions concerning the administration of medication from anyone, including the Passenger's parents/carers and school/college/care centre staff, unless explicitly authorised by the Council. Additionally, the Service Provider is to ensure that Drivers and Passenger Attendants only administer medications when such individuals have been explicitly trained to carry out such administration by a medically qualified

and competent person in accordance with the approved care plan supplied by the Council which will be supplied, where applicable, prior to the commencement of transport for the Passenger.

## 11.2 Drivers Specific Requirements

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

- i. Drivers must hold a current and valid Private Hire Vehicle Licence or Taxi Licence
- ii. Drivers should have a clean driving licence appropriate to the Vehicle they are driving. If the drivers licence has been endorsed with penalty points, the Driver must present their licence to the relevant Council. The Council will examine the licence and the reason(s) for the endorsement(s); and will notify the Service Provider in writing if the Driver will be permitted to deliver the Services to the Council.
- iii. Drivers must have a current Enhanced Disclosure and Barring Service (DBS) check. If the DBS check is not clean then the Provider must present their DBS documentation to the Council as stated in **paragraph 10. ix.** above.
- iv. Drivers must be responsible adults, capable of interacting with, responding to and calmly reassuring Passengers with special needs in a positive and sensitive manner, and liaising competently and effectively with Parents/Carers and Establishment staff.
- v. Drivers must be able to converse in English to a reasonable standard such that they are able to communicate with and be understood by their clients, parents and carers.
- vi. Drivers must have received and understood training in common first aid situations.
- vii. Drivers must have received, understood and comply with the Code of Conduct (at **Appendix C**) at all times during the agreement. Any contravention of the Code of Conduct may result in the suspension and possible exclusion from the agreement for the delivery of the Services to the Council.
- viii. Drivers must wear an identification badge and show this when requested to do so by parents, carers, school staff and officers of the Council.
- ix. Drivers must be familiar with operating seat belts, wheelchair clamps, demountable seating, tail-lifts and other specialised equipment used by disabled Passengers with physical disabilities.
- x. The Driver will assist the Passenger Assistant in any of the tasks associated with loading and unloading the vehicle with Passengers or goods including manoeuvring wheelchair Passengers and assisting all Passengers similarly. In all these tasks the Driver will provide assistance subject only to his prime duty relating to the safety of vehicle and Passengers. The Driver will be responsible for the safe operating of any tail lift fitted to the vehicle.

## 11.3 General duties of drivers

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

Item	Description
1	There is adequate fuel and water
2	The brakes are in effective working order
3	The tyres are inflated to the correct pressure and are not worn or damaged
4	All lights, indicators, windshield wipers, washers and audible warning devices are operating correctly

5	No warning lights are lit and all fitted safety stops and cut outs are operating correctly
6	Tail-lift or vehicle lowering mechanism is operating correctly (if applicable)
7	The vehicle is clean, inside and out and all safety equipment is in place and ready for use
8	The vehicle has a functioning two-way communication system on board
9	Driving mirrors are clean and the driver is comfortable in the seat and able to drive safely
10	The steering responds correctly without undue play
11	First aid kit, body fluids kit and fire extinguishers are on board and comply to current legislation
12	Ensure that where applicable vehicles are fitted with tested Passenger proof locks

- ii. The Service Provider must ensure that drivers have a full command of the English language to enable oral and written communications to take place between the Passengers, parents, carers, school staff, emergency agencies and the wider stakeholder groups as necessary and:

Item	Information provided
1	Report any mechanical or electrical defects to the provider's Contract Manager so that the vehicle can be withdrawn from service if it is unsafe
2	Do not vary the Journey Schedules without the express approval of the Authorised Officer, except in exceptional circumstances such as road closures / diversions
3	Are aware of their responsibility for the health, safety and welfare of all Passengers carried and are First Aid trained and are trained in Disability Awareness
4	Act appropriately with Passengers, parents /carers, school / establishment staff
5	Do not, under any circumstances, solicit or accept payment or gratuity from parents or Passengers

#### 11.4 Passenger Assistant Specific Requirements

- i. The Journey Schedule will indicate for each journey whether:
- The Service Provider is required to provide a Passenger Assistant;
  - The Council will provide a Passenger Assistant; or
  - No Passenger Assistant is required.
- ii. Where the Provider is required to provide a Passenger Assistant, the price for that Journey shall include all costs in connection therewith and the Provider shall accept full responsibility for their actions, employment and replacement in the event of annual leave, sickness, accident or other reasons for absence.
- iii. Passenger Assistants must have a current Enhanced Disclosure and Barring Service (DBS) check. If the DBS check is not clean then the Provider must present their DBS documentation to the Council as stated in **paragraph 10. ix.** above
- iv. The Provider shall provide competent Passenger Assistants of clean and smart appearance and fit to undertake their duties. Where a Passenger Assistant is specified the duties to be undertaken by the Passenger Assistant are listed under

**section 11.5.3.** The Provider and Passenger Assistant are deemed to have read, understood and accepted this guidance.

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

## **11.5 General Duties of Passenger Assistants**

11.5.1 Persons employed or engaged by the Provider to undertake the duties of a Passenger Assistant must be suitably experienced and qualified to meet PATS (Passenger Assistants Training Scheme) standards or equivalent. There is no lower age limit but all staff must meet the requirements detailed above in 11.4. To continue to manage the risks associated with the role and maintain appropriate health and safety arrangements of Passengers Assistants, Providers are required to ensure all Passenger Assistants over the age of seventy years have undertaken a medical health check on an annual basis to confirm their fitness and ability to undertake their duties as a Passenger Assistant for the Passengers they are required to support.

11.5.2 All Passenger Assistants are expected to have a full command of the English language to enable oral and written communications to take place between Passengers, parents, carers, school



staff, emergency agencies and the wider stakeholder groups as required.

- 11.5.3 All new Passenger Assistants are to be given appropriate training by the Provider before commencing their duties. This shall include training to manage a Passenger's specific condition. Where secure transport is used this may include training in restraint techniques. The training should aim to equip Passenger Assistants to deal with the following duties:

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

- 11.5.4 Where the Council has provided a Passenger Assistant, it is expected that they will undertake the same duties as a Passenger Assistant employed by the Provider unless other arrangements are agreed with the Authorised Officer.

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

## 12. VETTING OF STAFF

12.1 The Council reserves the right to instruct the Provider not to use particular drivers or Passenger Assistants on specific routes covered by this Specification. The Council is not required to give the Provider driver or Passenger Assistant the reason for such exclusion. The Council and may require the Provider to provide an alternative suitable and proper person (s) in the place of such person .The right contained within the sub-clause shall not be exercised arbitrarily, vexatiously or capriciously by the Authorised Officer.

12.2 Where the Council has provided a Passenger Assistant suitable vetting arrangements will have been undertaken by the Council / School / Establishment.

## 13. IDENTIFICATION OF STAFF

13.1 The Service Provider is responsible for issuing identification cards / badges to all employees before being engaged on the provision of the Services bearing a photograph of the employee and stating the following:

- That the person is an employee of the Service Provider (Except in the case of Passenger Assistants provided by the Council. An identification badge will still be issued).
- The Service Provider's telephone number
- the employee's name

13.2 The employee must ensure the card is visible and displayed in a prominent position at all times while employed on a route and show the card when requested to do so by parents / carers, school / establishment staff and Authorised Officers of the Council.

13.3 The Service Provider must provide information to enable the Council to keep records of the identity of drivers and Passenger Assistants employed on individual journeys.

#### **14. OTHER PASSENGERS**

14.1 Apart from authorised Passengers, the Service Provider's own drivers and Passenger Assistants, no other Passengers or animals are permitted to travel on the vehicles without the prior agreement of the Authorised Officer, when nominated Passengers are being transported except the following:

- Authorised Officers who are monitoring the Contract;
- Council Health and Safety Officers.

#### **15. CONTACT BETWEEN THE COUNCIL AND THE PROVIDER**

15.1 The Service Provider will provide up to date, written details of the Contract Manager and staff who will manage the day to day operational issues. The Provider will also make arrangements for contact outside normal office hours and for emergency contact. The named Contract Manager, or duly authorised representative, will be the first point of Contact between the Service Provider and the Council.

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

### **16. Accident, Delays, Cancellation or Disruption to Usual Service**

16.1 When accidents, delays or any disruption to service occurs it is of the utmost importance that measures are in place to keep Passengers safe and to communicate with the Council.

16.2 In the event of an accident or vehicle breakdown the Driver or Passenger Assistant must ensure this is immediately reported to emergency services when appropriate, then the manager of the Service Provider. At the earliest opportunity they should inform the appropriate family member and the Council.

- Service Providers must maintain contact with the Council in order to keep them well informed of the progress of the situation and in particular of any arrangements that may/are required in terms of transferring Passengers to an alternative vehicle to complete their journey.
- Where transfer to an alternative vehicle is required the Service Provider shall organise this as soon as is reasonably practicable and this will be at the Service Provider's

expense.

- iii. The Service Provider shall immediately inform the Council if it is unable to arrange a replacement vehicle (for whatever reason). In this event if the Council assumes responsibility for organising replacement transport and any and all additional costs incurred by the Council in arranging the alternative provision shall be charged to the Service Provider.
- iv. Service Providers shall provide a written report to the Council within one (1) working day of any incident occurring. The report should include the name of the Passengers, the date and time of incident and details of any Passenger injuries; details of any witnesses and a brief description of the circumstances of the incident including the name of Driver and the Passenger Assistant, details of any action taken by the Service Provider and confirmation of whether or not the Emergency Services were involved.
- v. The Council shall have discretion to determine whether on any given day the weather or road conditions warrant the cancellation of any one or more of the journeys that forms part of any route. The Council shall give the Service Provider as much notice as possible of any such cancellation, setting out clear details of the affected routes, the reason for cancellation, the date or dates over which the cancellation is to take effect and the anticipated date of return to normal arrangements if known for the affected routes.
- vi. If the Council decides that Passengers should return home early, then it will endeavour to give the Service Provider at least one hour notice of the required time for the relevant route(s).
- vii. If the usual vehicle, Driver or Passenger Assistant are not available at the earlier time, then the Service Provider may supply a suitable alternative provided that this will be at no additional charge to the Council and the Council shall not be liable for any losses, costs or expenses whatsoever or howsoever incurred by the Service Provider.
- viii. If the Service Provider is unable to provide the Services at the earlier requested time the Council will make alternative transport arrangements with any alternative provider and the Service Provider shall not be entitled to claim from the Council payment under this Agreement for any of the Services which the Service Provider was unable to provide
- ix. If the Service Provider is unable to provide the Services due to the day centre being unexpectedly closed then the Service Provider shall not be entitled to claim from the Council payment under this agreement, unless exceptionally authorised by the Council. Reasons for closure may include "Snow Days" or other reasons for enforced closure.

## **17. Data Protection**

17.1 In this section, the terms "Data Subject", "Personal Data", "Data Processor", "Data Controller" and "Processing" shall have the same meanings given to them in the Data Protection Act 1998 (the "Act").

17.2 For the purposes of the Act, the parties agree that the Council is the Data Controller, and the Service Provider is the Data Processor with respect to the Personal Data the Council transfers to the Service Provider whilst processing the Personal Data Service Provider agrees that:

- i. It will not use the Personal /sensitive Data for any purposes other than those detailed above
- ii. It will not disclose the Personal Data to a third party in any circumstances other than at the specific written request of the the Council.

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

## 18. Customer Comments & Complaints

- 18.1 The Service Provider shall relay to the Travel Co-ordination Team Manager any customer comments about the provision of the Service that may be made. The Service Provider may also be asked to take part in other forms of customer feedback including surveys as and when required.

18.2 The Service Provider must have a procedure in place to deal with complaints from Passengers, parents, carers, schools and other establishments related to the Services.

## APPENDIX A – Procedure if Parent/Carer Not At Home

### Driver and Passenger Assistant Procedure If Parent/Carer Not Home

There will be rare occasions when children are not able to be received home due to their parent/carer being delayed. In such cases the driver or Passenger assistant must follow the guidance set out below. At all times drivers and/or Passenger assistants must ensure the child is kept informed of what is happening and are not caused any undue stress or anxiety.

- All parents / guardians will be notified of the return times and drop off points and must be available to receive their child when s/he returns home.
- No child will be left alone, unless the Council has previous written authorisation from the parent/carer, have informed the transport provider and that it is judged safe to do so by the driver or Passenger assistant.
- If there is nobody at home or at the set-down point to receive the child, the driver will wait for five minutes.
- If after this time there is still nobody to receive the child then the driver or Passenger assistant must put a note through the parents'/carer's door telling them that you will be returning with the child at the end of the route.
- If when the driver and Passenger return to the child's home, there is still no one at home, the driver or Passenger assistant must contact the Council to obtain the name and address of any responsible adult who has been identified in advance by the parent who can take care of the child.
- If there is no alternative address or the alternative address cannot be used, the Council will advise where the child should be taken. This may be a care centre, respite centre or similar address.
- A note must be left to inform the parent where their child is being taken.
- Driver and/or Passenger Assistant duties do not end until the last child has been delivered home or to the place notified by the Council if the parent/carer are not home; on no account should this duty be delegated to any other person.
- Children must not be left unattended at any time. Do not take any risks as the consequences could be very serious. If in doubt contact the Council or the School, or in an emergency ask the Police to help.

Contact numbers if Parent/Carer not at home:

Travel Co-ordination Team Office: 02030491204

## APPENDIX B - Relevant Legislation & Policies

### Legislation

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

### Policies

- i. Lewisham Council's Home to School Travel Assistance Policy  
<http://www.lewisham.gov.uk/myserVICES/education/special-educational-needs/school-transport-for-children-with-sen/Documents/TravelAssistancePolicy201617.pdf>
- ii. Lewisham Council's Post 16 Travel Assistance Policy between Home & College  
<http://www.lewisham.gov.uk/myserVICES/education/student-pupil-support/Documents/LewishamPost16Transport2016-17.pdf>
- iii. Protecting adults at risk: London multi-agency policy and procedures to safeguard adults from abuse  
<http://www.scie.org.uk/publications/reports/report39.pdf?res=true>
- iv. London Multi-Agency Adult Safeguarding Policy & Procedures  
<http://londonadass.org.uk/wp-content/uploads/2015/02/Pan-London-Updated-August-2016.pdf>
- v. London Child Protection Procedures  
<http://www.londoncouncils.gov.uk/download/file/fid/19596>
- vi. Lewisham Council's Code of Practice for Suppliers, Contractors and Providers

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

## APPENDIX C – Code of Conduct

# Driver and Passenger Assistant Behaviour Code of Conduct

### DO:

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

### DO NOT:

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

**Remember: someone may misinterpret your actions, however well intentioned.**

**Ask yourself are my actions fair, reasonable, warranted, proportionate, measured, safe and applied equally?**

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