

**Surrey County Council
East Sussex County Council
West Sussex County Council**

SCHEDULE I

**Service Specification
Version 2.2
Client Transport**

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Dynamic Purchasing System
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INTRODUCTION

Surrey County Council (SCC), East Sussex Council (ESCC) and West Sussex County Council (WSCC) are tendering for a range of transport services. The Councils face multiple challenges in this area, including the need to improve the standard of service provided on these contracts, reduce the overall spend on transport, increase the efficiency of the services provided, enhance value for money for Council taxpayers and be mindful of the environmental issues relating to these services.

The majority of journeys will take place within Surrey, East Sussex and West Sussex although, on occasions, routes may start in Surrey, East Sussex or West Sussex but travel out of the county, or vice versa.

As part of this service, Providers are expected to operate a high level care service that caters for all the needs of the passengers and meets all current and future requirements of the contract, the Councils and all relevant legislation. They will need to be able to supply appropriate, responsible, client- focused staff for all passengers, especially those with challenging needs. Providers will also need to demonstrate that they can manage their staff's professional conduct and ensure that they, as individuals, understand and meet the service standards, and that there are formalised processes in place to ensure improvement if they are not.

We are looking for Providers who will treat the councils, schools, parents/carers and the passengers as customers. They should be open and honest in their communication with the council at operational and management levels. The Councils expects to be informed of any service delays, accidents, issues or changes to the contract requirements. Providers must also be able to effectively manage the performance of the contract at a strategic level, as well as analyse the current provision to ensure effective and innovative solutions. They will need to supply suitable vehicles dependent on the contract needs and there should also be strong contingency plans and arrangements in place to minimise interruptions in service due to unforeseen events such as breakdowns or sickness.

1. SCC Transport Coordination Centre

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The Transport Coordination Centre (TCC) commissions the majority of transport bookings on behalf of the council's departmental services. The TCC operates during the core hours of 07:30hrs and 17.30 hrs Monday to Friday during term time, and most of the journeys are completed during these times. The TCC also deals with out of core hour's bookings during weekends and evenings, where transport is often required at short notice in the event of an urgent requirement.

The TCC was set up in 2006 with the aim of becoming a 'one stop shop' for all the council's transport requirements. The TCC is responsible for route optimisation, commissioning, performance management, compliance with safeguarding requirements and inspection of services to ensure Providers comply with the service specification. Using journey planning software (Mobisoft Travel Centre), staff within the TCC coordinate transport to make the best use of resources and provide an efficient, economic and personalised service.

To give some context to the transport services commissioned by SCC, in an average school week (based on May 2014 data), the TCC:

- coordinates some 41,475 passenger journeys
- provides transport to 418 education locations using 1342 vehicles
- manages routes that cover 1,171 million miles, with an average journey length of 9 miles

Client services to be commissioned may include:

a) Home to school transport for mainstream pupils

The TCC arranges transport for around 7000 mainstream pupils who are entitled to travel assistance. This will include journeys to primary, secondary and further education establishments across Surrey.

b) Home to school transport for Special Educational Needs (SEN) pupils

The TCC arranges transport for around 3000 pupils with special educational needs to enable them to attend mainstream and SEN schools and colleges, both in Surrey and, in some instances, outside of Surrey. These educational establishments provide education for pupils with a wide range of needs from physical disability, challenging behaviour, autism through to hearing and language impairment. The TCC requires a range of vehicles to suit these often very complex needs. In some instances, the TCC will request an adult to travel with a pupil. These escorts will have an appropriate level of training and will be responsible for the pupils whilst they are travelling to and from school.

c) Adult services transport requirements

The TCC currently organises planned transport to and from adult day centres, which take place on a regular basis. Transport is also organised for a range of journeys for vulnerable adults, including those with learning disabilities and/or physical disabilities. These trips can be any day of the week including weekends and evenings. Some of the trips are one offs, whilst others may take place for several weeks. The trips also vary in journey length and, whilst the majority are within Surrey, there is also a requirement in some instances to provide longer journeys out of Surrey.

d) Temporary contracts for children and adults such as looked after children, children in need and travel to respite care.

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- e) Short notice work for Adult and Children's Services, SEN and mainstream pupils.
- f) Other general transportation services required by SCC.
- g) Emerging work through the Health Service and other agencies.

There may be government agendas coming through that could have an impact on the sourcing of transportation by SCC including the future requirements of the Health Service, in particular Surrey's Clinical Commissioning Groups or general transportation requirements within education, Adult and Children's services or the wider community including Surrey Police and districts and boroughs within Surrey.

2. ESCC Transport Hub

The Transport Hub commissions the majority of transport bookings on behalf of the council's departmental services. The Transport Hub operates during the core hours of 0800hrs and 1700hrs Monday to Friday during term time, and most of the journeys are completed during these times. The Transport Hub also deals with out of core hour's bookings during weekends and evenings, where transport is often required at short notice in the event of an urgent requirement.

The Transport Hub was set up in 2013 and is a central point that controls all transport provisions for ESCC and their clients. The Transport Hub incorporates the existing Client Transport Services and all Adult Social Care (ASC) transportation provisions. The Transport Hub is responsible for route optimisation, commissioning, performance management, compliance with safeguarding requirements and inspection of services to ensure Providers comply with the service specification. Using journey planning software (Trapeze), staff within the Transport Hub coordinate transport to make the best use of resources and provide an efficient, economic and personalised service.

To give some context to the transport services commissioned by ESCC, in an average school week (based on June 2014 data), the Transport Hub:

- coordinates some 35,440 passenger journeys
- provides transport to 180 education locations using 636 vehicles

Client services to be commissioned may include:

- a) Home to school transport for mainstream pupils

The Transport Hub procures transport for around 5,000 mainstream school pupils across East Sussex. These include Primary, Secondary and further education establishments.

- b) Home to school transport for Special Educational Needs (SEN) pupils

The Transport Hub arranges transport for around 1,000 pupils with special educational needs to enable them to attend a range of special schools and colleges in East Sussex, but also some outside of the County. These educational establishments provide education for pupils with a wide range of special needs from physical disability, challenging behaviour, autism through to hearing and language impairment. They procure a range of vehicles to suit

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these often very complex needs. The service also provides an adult to travel with the pupil when necessary, called a Passenger Assistant or Escort, who receives appropriate training and is responsible for the pupils whilst they are travelling to school.

c) Adult Social Care Day Centre requirements

The Transport Hub manages transport for vulnerable adults attending Adult Social Care (ASC) day centres, which provide services for older people and adults with learning disabilities. Some clients can travel without assistance, however for most journeys a passenger assistant is required to support mentally and physically disabled clients and those with limited mobility and/or communication skills.

d) Adult's and Children's Services Requirements

The Transport Hub arranges trips on behalf of Adult and Children Services. These trips can be any day of the week including weekends and at any time of day. Some of the trips are one offs whilst others may run for several weeks. The trips also vary in journey length and whilst the majority are within East Sussex there is also a requirement to provide longer journeys. It may be possible to give a few days notice of the journey requirements but often a trip is required with less than 48 hours notice and possibly immediately. It is not unusual to have 1 or 2 passengers in a vehicle, but on occasion more passengers can be transported together. The Transport Hub arranges transport for a range of vulnerable adults and children, including those with learning disabilities and physical disabilities. Due to the nature of the service there can be last minute alterations and cancellations made to these trips. Transport is also arranged for adults and older persons with learning and/or physical disabilities from their homes to day services throughout East Sussex, arriving approximately between 09.00, departing at 15.30. A wide range of vehicles ranging from saloon car to wheelchair accessible minibuses are required to suit mobility needs.

e) Adult and Children's Transport with Escorts

There may be on occasion a requirement for children or adults outside of home to school transport to be transported with an escort. In some cases, an escort will accompany the child or adult, however where an escort has not been specified as provided then we would require the transport provider to provide an escort as part of the contract. Escorts may also need to have specific medical training (e.g. epilepsy) which will be reflected in the route specification, only Providers who have escorts able to meet these medical needs will be eligible to tender for the route.

When we call off this requirement the specification will fully describe the requirements of the driver and escort and a price will be sought for the combined package.

f) Emerging work

Where during the terms of the Dynamic Purchasing System a Contracting Authority seeks to award an Order using the procedure in the ITT Guidance and Instruction (Document 1), that Contracting Authority will specify the route for that Order and any special conditions or considerations and the Provider

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shall enter into a mini competition, e-auction or quick quote and/or agree any order in compliance with special conditions or considerations.

3. WSCC Transport Bureau

The Transport Bureau commissions Special Educational Needs (SEN), Mainstream Home to School and Adult Services transport (referred to collectively as Client Services Transport) on behalf of various Council departments.

WSCC Transport Co-ordination Group (which later became Transport Bureau) was set up in 2003 with the aim of centralising the planning and procurement of the Council's transport requirements, The Council also operates an in-house fleet of accessible vehicles to help with transport provision across the county.

The Transport Bureau is also responsible for the on-going compliance and performance monitoring of the individual contracts that are let. The Bureau coordinates DBS checks for contractor staff and organises training in various areas, including Safeguarding and Safer Recruitment. The Council uses Mobisoft Travel Centre (MTC) to plan and manage an efficient transport network.

Across the different client groups, the Transport Bureau:

- Procures transport for approximately 6000 mainstream school pupils in West Sussex. Where there is not a public transport option, pupils are allocated to contracted routes, usually minibuses or coaches.
- Coordinates transport for approximately 1500 SEN pupils across 500 routes.
- Organises transport for vulnerable adults attending day centres or respite care using a mixture of in-house fleet and contractor-provided vehicles and staff.

At a wider level, working closely with public bus operators and community transport providers, the Transport Bureau helps to manage the overall passenger transport network in West Sussex. It administers the ENCTS (English National Concessionary Travel Scheme) as well as a travel discount scheme for young people.

Client services transport to be commissioned may include:

Similar to Surrey County Council and East Sussex County Council, WSCC Transport Bureau will use the DPS to procure transport in the following areas:

a) Home to school transport for mainstream pupils

Generally this includes minibus and coach routes to mainstream primary and secondary schools in West Sussex, but sometimes to other schools in neighbouring counties.

b) Home to school transport for Special Educational Needs (SEN) pupils

Using various vehicle types, assistance with transport is provided to enable SEN pupils to attend a range of special schools and colleges in West Sussex and sometimes outside the county, The pupils have a range of special needs and where required will need to travel with a suitably trained Escort who can provide the level of care needed to ensure the welfare of pupils on board.

c) Adult Social Care Day Centre requirements

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WSCC Transport Bureau manages transport for vulnerable adults attending day centres. The trips will vary in journey length with passengers able to share journeys (where appropriate). It is possible that the routes (and mileage) will change each day depending which passengers are travelling. Some weekend/bank holiday work is required to respite care.

Escorts may be required and will be specified at the mini-competition stage. If the route does not have an escort, drivers will need to ensure that the passengers arrive at their destination safely, this might include escorting passengers to the front door or day centre entrance.

d) Emerging work

The partners to this agreement are already working in partnership to improve the coordination and delivery of transport services across the area. Closer integration and collaboration with Clinical Commissioning Groups in the areas of procurement and eligibility criteria will enable Suppliers to work across all areas with ease, reducing administration and improving knowledge.

DESCRIPTION OF SERVICES

The aim of the service is primarily to provide transport to clients (school children, Special Educational needs school children, vulnerable adults, looked after children) who are eligible in accordance with Council policy. Requirements may include other users.

Journeys will be as instructed by the Councils and, on some journeys, a minimum of two staff should be provided (a driver and an escort). Key service objectives are:

- **Quality** – Client-centred service delivered in a safe, professional and effective manner by trained staff in clean, comfortable vehicles. Ensuring promptness of pick up and drop off is a high priority.
- **Flexibility and Responsiveness** – Service must provide flexibility to respond to changing needs, for example new locations, ad hoc requests, flexible times for pickup and drop off including evenings and weekends. There will also be a need for some specialist vehicle equipment and/or driver and escort training to ensure particular client requirements are met.
- **Communication and Performance Information** – We expect open, honest and regular communication on service issues by Providers. The Councils also welcome discussions with Providers on flexible and innovative approaches to service delivery.
- **Value for Money** – Service must be affordable and provide value for money.
- **Green** – Service must take action to reduce the carbon footprint of journeys wherever possible.

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- **Innovation and use of Information Technology** – Service must be innovative in its approach using best practice to respond to future needs, for example GPS vehicle tracking software.
- **Council values** – Service must ensure that the Councils' published values and residents' rights are upheld.

The Councils will supply the Provider with a list of the route schedules (which are subject to frequent change), including such information as post codes, passenger names, and special needs. The Provider will supply a suitable vehicle for each route, to suit these sometimes complex needs. In some instances the Councils will request that an adult travel with a pupil, called an Escort, who has the appropriate training and is responsible for pupils whilst they are travelling to school.

The Provider must be able to show initiative and flexibility in order to fulfil the transport needs of the various Council establishments (schools, day centres, etc), in both their route scheduling and operational systems.

The Provider will be the first point of contact for operational issues with the establishment, whilst maintaining management level contact with the appropriate Council regarding service delivery.

Please note; at the present time East Sussex County Council and West Sussex County Council are in the early stages of rolling out the Contract Management Process (as detailed in Appendix F) and will communicate at each stage of roll out to all Providers on the DPS. Financial Deductions listed in Appendix F are not currently enforced by East Sussex County Council, but there may be plans to do so in the future.

It is also important to note that at the date of the DPS commencement West Sussex County Council has not fully adopted the Code of Conduct for Drivers and Escorts detailed in Appendix A and Appendix B but there are plans to do so in the early stages of the DPS Agreement.

OVERVIEW OF SERVICE LOTS

Once the Dynamic Purchasing System is in place, Mini-Competitions and electronic auctions will be run for individual routes or bundles of routes, or on occasion a geographic area or entire school. Mini-competitions or e-auctions will be run using the Council's electronic tendering system (InTend).

The services will be divided into three lots:

Lot 1 –Transport services requiring vehicles with up to 16 seats

- Type of work to be awarded – as per the list “client services to be commissioned” above.

Lot 2 - Specialist requirements for Transport services requiring vehicles with up to 16 seats

- Type of work to be awarded;

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- Entire geographical areas
 - All or the majority of transport into a school
 - Routes carrying children with particularly complex behavioural or medical needs
 - An enhanced level of customer service due to special school or parental need
- The Councils have identified that there is a need for an enhanced level of specialist knowledge and business operation in order to qualify to bid for Lot 2 work.

Lot 3 – Transport services requiring vehicles with over 17 seats

- The contracts for individual routes are generally awarded for three years, but they may be extended (subject to service performance and price) for up to a further 2 years. These routes are reviewed annually.
- The services required by Lot 3 will be mainly Closed Door Coach Routes to get children from home to various mainstream schools.

THE PROVIDER'S RESPONSIBILITIES

1. General

- 1.1 To provide a staffed telephone link (not an answering machine and not a fax machine) between 07.30 hours and 17.30 hours on any day that the contract operates. This is to allow effective communication of issues relation to the contract, particularly those of an urgent nature.
- 1.2 An out-of-hours number must be provided to ensure urgent communication, such as the need to book transport in the event of an emergency outside of core hours
- 1.3 To ensure that, where applicable, your transport personnel meet the current and all future requirements of the Licensing Authority and The Road Safety Act 2006

Licenses are required to be obtained from the relevant authority for any vehicle with a driver where commercial benefit is obtained. The licenses are:

- a) An operator's licence
 - b) A vehicle licence
 - c) A driver's licence
- 1.4 To comply with all relevant current and future legislation, national standards and evidence base set out within this Service Specification and required in the provision of this service and in the performance of their obligations under this contract
 - 1.5 To ensure that any transport personnel involved in the provision of this service have been hired according to SCC's Safer Staffing recruitment procedure (or other Council equivalent); and (where necessary) to comply

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with the Surrey Safeguarding Adults Board (SSAB), the Surrey Safeguarding Children's Board (SSCB), the Pan Sussex Child Protection and Safeguarding Procedures and the Sussex Multi-Agency Policy & Procedures for Safeguarding Adults at Risk Procedures in place at any time.

- 1.6 To check that all transport personnel have the entitlement to work in the UK
- 1.7 To ensure that each of your transport personnel is aware of, and complies with, the requirements of the "Code of Conduct for Drivers" (Appendix A) and the "Code of Conduct for Escorts" (Appendix B), including any revisions or amendments made or any replacement document by the Councils. Each driver and escort must be supplied with his/her own personal copy and this copy is to be carried on every journey performed under this contract.
- 1.8 To use a maximum of three drivers or escorts only on any one route in any academic term and ensure that all journeys carried out under this contract are undertaken with courtesy, consideration and care.
- 1.9 To immediately remove any named driver or escort notified by an Authorised Officer of the Council as being either under investigation by, or unacceptable to, the Councils. Any such driver or escort must not be used to provide any service to the Councils until authorised by an Authorised Officer of the Council.
- 1.10 To ensure that all personnel comply with all Road Traffic Act Regulations and any other laws applying to the operation of this service
- 1.11 To ensure that appropriate training is given to all your personnel, including induction for any new personnel. This should include, but not limited to:
 - a) Familiarising the driver or escort with your company's procedures, policies and the school route
 - b) Familiarising any new driver or escort with the appropriate Code of Conduct
 - c) Regular updates / re-training for personnel at least every three years
 - d) Appropriate safeguarding training for all transport personnel
 - e) First Aid at Work training (for escorts)
 - f) Ensuring all drivers and escorts are aware of all emergency procedures relating to the safe carriage of passengers on the contract vehicle
 - g) Ensuring all drivers and escorts are aware of all procedures relating to the safe use of any equipment necessary to the contract

In addition, when required to do so, you must make the necessary arrangements to allow drivers and escorts to attend appropriate training sessions organised by the Council (with associated training costs borne by the Provider), which will enable them to carry out their duties at the highest level with regard to the health, safety and welfare of their passengers

- 1.12 To undertake recorded 'introductions' with all parents in the academic summer holiday. This should be used to gather information regarding the passengers needs and possible techniques to ensure as comfortable a journey as possible, as well as to ensure that contact details are accurate and to pass on details of the transport including times and the names of the driver and escort. In some instances it may be necessary to arrange for the driver

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and escort to introduce themselves to the passenger and parents/guardians prior to transport to ensure the most comfortable experience for the passenger.

- 1.13 To remind drivers and escorts at the start of each school term of the procedures that ensure the health, safety and welfare of passengers, particularly:
 - a) The action to be taken in an emergency/break-down situation
 - b) The contractual obligation to prevent any child from operating the vehicle doors
 - c) The emergency procedures relating to the safe carriage of passengers on the contract vehicle
 - d) Ensuring that the driver and escort are familiar with the needs of the passenger
- 1.14 To ensure that transport personnel, where possible and appropriate, seat children in the rear of the vehicle
- 1.15 To provide for examination, within a reasonable time, any documentation requested by the Councils relating to a vehicle or driver, including any PSV Operator's Licence and/or the driver's licence or PSV licence of any driver engaged in driving a contract vehicle
- 1.16 To allow access to contract vehicles by Authorised Council officers on any part of the contracted route or at the vehicles' base or destination
- 1.17 To inform the Contracting Council immediately (within 2 hours) of any accident or incident (no matter how minor) in which the contract vehicle is involved when performing duties under the contract. A full written report must follow within 48 hours of the accident or incident to the Council using the relevant report template (or any revised templates issued at a later date) (attached as Appendices C and D)
- 1.18 To ensure that transport personnel record any situations and/or issues that give cause for concern and report them to the Contracting Council and to the school or other establishment
- 1.19 To ensure that the vehicle (and/or the driver) is equipped with mobile communication. Particular attention is drawn to the legislation concerning the use of mobile phones in motor vehicles which prohibits the use of mobile telephones without "hands-free" operation
- 1.20 To ensure that transport personnel carry with them a list of telephone numbers of the contacts to be notified in the case of an emergency or break-down
- 1.21 To strictly adhere to the times and relevant dates notified to you by the Contracting Council for the collection and setting down of the passengers
- 1.22 To ensure that any delays or potential delays are communicated as soon as possible to the school or parent/carer/guardian
- 1.23 To inform the Contracting Council immediately if there is a likely delay of 15 minutes or more in reaching a destination

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- 1.24 To obtain details from each school/establishment of the dates and times they will be open. There will be no entitlement to payment for any journeys made on other dates or at other times or for routes other than the one prescribed by the Councils
- 1.25 To regularly check on the Councils' website for any variations to school start and finish times, particularly at the beginning and end of each term; and you will be expected to service these times
- 1.26 To have in place suitable arrangements to ensure that, in the event of a vehicle breakdown, alternative transport will be arranged promptly, taking no more than 60 minutes to arrive. You must inform the Contracting Council immediately of any such delay
- 1.27 To provide within a reasonable time, when requested by the Council, written details of the daily mileages undertaken on any route specified in the contract
- 1.28 To prohibit any contract vehicle (whilst either conveying authorised passengers under the contract or engaged in any other way in the performance of the contract) from carrying **any** person other than the authorised passengers or staff, without the prior written consent of the Council.
- 1.29 To prohibit any contract vehicle, whilst being used in the performance of the contract, to be used for any other purpose whatsoever without prior consent from the Contracting Council.
- 1.30 To **not** transfer or assign directly or indirectly, to any person or other organisation whatsoever, the benefit or any part of the benefit of the contract, without the written consent of the Contracting Council.
- 1.31 To ensure that assistance dogs are transported where required
- 1.32 To advise the Contracting Council immediately of any changes in the route (temporary or permanent), for example pick up timings, order of pick-ups or passengers leaving.
- 1.34 To ensure that business continuity is maintained for services within this contract. To achieve this, you must develop and regularly review an appropriate business continuity plan
- 1.35 The business continuity plan should address all foreseeable circumstances that would affect the daily operation of the provision of the service. Examples of such circumstances could include, but are not limited to:
 - a) Failures of equipment, services and staffing
 - b) A natural disaster such as severe weather conditions and any disruption caused
 - c) Disruption to the local and/or national power supply
 - d) Disruption to the transport infrastructure for whatever including fuel shortages or major accidents
 - e) Any major enemy or terrorist attack on the country that creates a large number of casualties, or the threat of such an attack
 - f) Any actual or potential industrial action, including strike action

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To make this information available to the Councils, along with any details of actions to be taken, both immediately and escalating as time passes, until normal circumstances are restored

- 1.36 To consider environmental concerns and, where possible, current technologies (such as low-emission models, hybrid vehicles, electric vehicles, automatic stop/start, speed limiters, lean-burn engines, green-optimised models e.g. Ford ECOnetic and LPG dual fuel) to assist in the reduction of the carbon footprint where they are commercially available and financially viable
- 1.37 To provide the Councils with an annual statement of workforce in relation to composition of race and gender
- 1.38 To provide the Councils with a copy of all the companies written policies and any amendments that may be made to these policies. This may include, but not be limited to Equality & Diversity, Health & Safety, Drugs & Alcohol, Recruitment, etc.

2. Contract Personnel

The Provider is responsible for managing the performance of all members of staff engaged in the delivery of services as defined in this Service Specification;

- 2.1 To ensure that all personnel who are to be placed in contact with children meet the following requirements:
 - a) Be a competent and reliable person
 - b) Be properly and appropriately licensed
 - c) Must be in possession of a valid Council Authorised Identification Badge to ensure that they have a current enhanced Disclosure Barring Service (DBS) check in accordance with the Protection of Children Act 1999 Safeguarding Vulnerable Groups Act 2002, Part 5 of the Protection of Freedom Act 2012 and/or Protection of Vulnerable Adults Scheme. The driver or escort must be in possession of the Council Authorised Identification Badge before being allowed to commence work on this contract
- 2.2 To ensure that any driver or escort who has not been checked and cleared by the Councils will not be employed on any transport contract
- 2.3 Following any government reviews of the Vetting and Barring Scheme, should a safeguarding authority or organisation be introduced, then all personnel will have to satisfy all checks or processes that may be introduced before commencing work on this contract
- 2.4 Owing to the nature of the services, the transport personnel are exempt from the application of Section 4 (2) of the Rehabilitation of Offenders Act 1974 by virtue of the Rehabilitation of Offenders Exception Act 1974 (Exceptions) Order 1975. You must ensure all personnel engaged in the provision of the services provide information in accordance with this Act and Order, in relation to convictions which would otherwise be spent under the provisions of the said Act
- 2.5 To ensure that any driver or escort is at least 21 years of age

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- 2.6 To ensure that any driver or escort is fit and able to carry out their duties safely, without risk of harm to themselves or to passengers
- 2.7 To be familiar with all legislative requirements regarding the safe operation of all the equipment provided for the comfort and safety of the passengers, and to be responsible for compliance with those legislative requirements
- 2.8 At all times, to take all proper precautions to ensure the safety of the passengers and observe and comply with the requirements of the Road Traffic Act 1988 or any amendments to, or replacement of, that Act that come into force relating to road traffic
- 2.9 To ensure that a copy of the “Code of Conduct for Drivers” and the “Code of Conduct for Escorts” is carried in the contract vehicle, and adhered to, at all times; including any revisions or amendments made to these documents or any replacement document that may be issued by the Councils.
- 2.10 To ban all transport personnel from smoking, whilst providing the service. Smoking is strictly prohibited on all vehicles used for delivering passengers under this contract. The vehicle (regardless of its size) is a designated place of work under the 2007 legislation. To smoke, or permit others to smoke, is an offence.
- 2.11 To ensure all transport personnel are reasonably attired and prominently display the Council Authorised Identification badge at all times whilst on duty
- 2.12 To ensure that drivers and escorts take all reasonable steps to ensure the safety of passengers aboard the contract vehicle whilst in transit and whilst boarding or alighting from the vehicle.
- 2.13 To ensure that drivers and escorts are able to give clear verbal instruction to all passengers in English. In some cases it may be necessary to supply personnel who are able to speak another specified language should the need of the passenger dictate.
- 2.14 To ensure that drivers and escorts have an ability to communicate well with the passengers. In the event of an emergency this may be crucial
- 2.15 To ensure that relevant personnel attend training courses as requested and/or when organised, either by the Councils or the Provider
- 2.16 To ensure that drivers and escorts wear high-visibility clothing whilst on duty outside the vehicle for their own safety
- 2.17 To ensure that drivers and escorts are not be related to any of the passengers or any of the other personnel travelling on the service
- 2.18 To ensure that drivers and escorts should avoid collecting passengers from the house. Parents/carers are expected to bring passengers to the vehicle or to the designated pick-up point
- 2.19 To ensure that transport personnel report any behavioural problems they encounter to you and the Councils, so that the issues can be dealt with as appropriate

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- 2.20 To ensure that drivers and escorts understand and fulfil all safeguarding responsibilities, including reporting any concerns they have regarding the passengers' wellbeing
- 2.21 To ensure that transport personnel do not administer medication under any circumstance unless authorised to do so by the Councils
- 2.22 To ensure that transport personnel phone the appropriate emergency service - for an ambulance in medical emergencies, the Fire Service in case of any fire emergency and the Police as deemed necessary
- 2.23 To ensure that a responsible adult, in accordance with the Code of Conduct, collects all SEN passengers and Mainstream students unless otherwise authorised in writing by the Councils
- 2.24 To ensure that drivers and escorts are aware of all emergency procedures relating to the safe carriage of passengers on the contract vehicle

A. Drivers

- 2.25 To ensure that drivers have a minimum of 3 years driving experience and are appropriately licensed.
- 2.26 To replace a driver with someone who is more suitable if the Councils considers, for any reason, that a person is unfit to undertake the duties of a driver.
- 2.27 To ensure that drivers are responsible for all passengers being satisfactorily secured by lap and diagonal seat belts for their safety on every journey.
- 2.28 To ensure that drivers, if the contract vehicle is a motor car, do not allow any child under the age of eight years to be conveyed in the front seats.
- 2.29 To ensure that drivers, if the vehicle in use is equipped with 8 passenger seats or less, are responsible for child proof locks being in use for all passengers under 16 years of age conveyed in the rear seats.
- 2.30 To ensure that the operation of the vehicle doors is at all times under the driver's control, or that of a nominated responsible adult.
- 2.31 To ensure drivers are familiar with the route(s) they are allocated to.
- 2.32 To ensure that drivers only transport service users between agreed destinations, as per the route agreed by the Councils.
- 2.33 To ensure that drivers immediately report to the operator office any incident or accident (no matter how minor) that occurs when passengers are on board.
- 2.34 To ensure that drivers carry out the duties of the escort, where necessary, on routes where no escort is provided
- 2.35 To ensure that drivers are trained to use and will apply any equipment required under the contract

B. Escorts

- 2.35 If, for any reason, the Councils consider that a person is unfit to undertake the duties of an escort, then the Councils have the right to ask for that person to be replaced by someone it considers more suitable
- 2.36 Providers must ensure that escorts maintain a “vehicle log book” in which specific details relating to the passengers conveyed can be recorded and in which all incidents that occur on the journeys must be recorded. The information recorded in the “vehicle log book” will be treated as confidential and must not be relayed to any unauthorised individual
- 2.37 To ensure that escorts are First Aid trained to at least the standard of the “Appointed Person” First Aid Training Course
- 2.38 To ensure that, if requested, escorts attend periodic escort training at a time and venue specified by the Councils or the Provider. On some contracts escorts may need training in particular specialist procedures or techniques
- 2.39 To ensure that escorts do **not** administer medication, unless they have had specific training and are authorised to do so by the Councils
- 2.40 To ensure that escorts report to a member of staff at the school/college/centre if passengers fall ill whilst travelling to that destination. If a passenger falls ill whilst travelling home, the escort must inform the parent/carer/guardian
- 2.41 To ensure that escorts contact the parent/carer/guardian if there is a delay in the schedule of more than 15 minutes
- 2.42 To ensure that escorts contact the school/college/centre if there is a delay in the schedule of more than 15 minutes

3. Contract Vehicles

The Provider is responsible for ensuring that all contract vehicles fully comply with the following requirements:

- 3.1 That, at all times, the vehicles used in the provision of this contract have a current valid MOT certificate and road tax and maintain appropriate insurance. Vehicles must be insured for passenger liability. The Councils will make regular checks of MOT and insurance documents
- 3.2 Vehicles must, at all times, comply with the Department of Transport legislative requirements and be able to deliver the contract in full. Vehicles must be compliant with British Safety Standards or equivalent
- 3.3 Vehicles must, at all times, be maintained in a proper and roadworthy condition and kept clean and comfortable. The vehicle should provide suitable adequate heating and ventilation or air-conditioning to allow comfortable transport for the number of passengers being conveyed and must provide suitable protection against wet and inclement weather. Vehicles must comply with the number of seats required by the contract

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- 3.4 Any Public Service Vehicle must, at all times, comply with the relevant Operators Licensing requirements and, in all other respects, with the requirements of Part II of the Public Passenger Vehicles Act 1981 or be operated under a Section 19 permit
- 3.5 If a Licensed Taxi (Hackney Carriage) or a Licensed Private Hire car, the vehicle must, at all times, comply with the requirements of the Hackney Carriage Licence/Private Hire Licence issued under the Metropolitan Public Carriage Act 1869, the Local Government (Miscellaneous Provisions) Act 1976, The Private Hire Vehicles (London) Act 1998 or the Transport Act 1985 as appropriate (or any amendments to, or replacement of, that Act that come into force and/or Regulations made). The Councils will make regular checks of licence documents
- 3.6 All vehicles must display the appropriate licensing plate or disk. Private Hire vehicles with exemptions from displaying any plates are not suitable for this contract
- 3.7 All vehicles must be of suitable size and layout so that an escort must have clear and direct access to any passenger allocated with the need for an escort. This access should not be blocked by folding seats, baggage/equipment or wheelchairs. Space should be available for the safe storage of wheelchairs and/or other equipment required to accompany the passenger. This equipment must be conveyed in a safe and secure manner
- 3.8 To ensure that where a child safety seat is required, it is properly fitted in accordance with the manufacturer's instructions and the driver fulfils the responsibility for ensuring that the passenger is properly secured
- 3.9 In addition, vehicles must be constructed or adapted so that each passenger has a window adjacent to the seating position, and through which the passenger may look whilst in the normal seated position
- 3.10 Vehicles must not be fitted with smoked rear or side windows that allow less than 70% of the light to be transmitted through them, so that the identity of the passengers is not concealed or obscured when viewed from the outside of the vehicle
- 3.11 Vehicles must not, under any circumstances, be equipped with, or convey passengers in, inward (side facing) or rear facing seats. Seats must be forward facing and suitable for the passenger to be transported and conform in all aspects to British Safety Standards
- 3.12 Vehicles must, if constructed or adapted to convey up to and including 16 passengers, be fitted with fully functional lap and diagonal seat belts on all passenger seats. Transport personnel must ensure passengers are fully secure prior to departure
- 3.13 Vehicles must have all seat belts installed, maintained and used in accordance with current legislation
- 3.14 A vehicle must, if a large bus constructed or adapted to convey 17 or more passengers, be fitted with driver operated automatic doors such that the door operation is under the control of the driver at all times

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- 3.15 A vehicle must display appropriate signs carrying the EU approved “child logo” which will be issued, upon request, by the Councils
- 3.17 An Accident/Incident recording pack must be kept on board all vehicles to be used on the contract and drivers and escorts must be made aware that this pack must be used in the event of any incident or accident
- 3.20 That all vehicles used on a contract have a communication system, which enables communication in the event of an emergency
- 3.21 That vehicles used on a contract does **not** display any publicity material without the prior approval of the Councils, nor any publicity or livery on behalf of any other company
- 3.22 Vehicles that are constructed or adapted to convey passengers in wheelchairs or buggies are equipped with either tail-lift or ramp facilities that comply with British Safety Standards
- 3.23 In addition, all wheelchair lifting equipment must conform to the Lifting Operations and Lifting Equipment Regulations 1998 (“LOLER”) and the Providing and Using Work Equipment Regulations (“PUWER”) and have an annual weight test. Copies of the six monthly certificates signed by a competent person as defined within the legislation
- 3.24 If constructed or adapted to convey passengers in wheelchairs or buggies, vehicles must be equipped with suitable tracking to secure the wheelchair or buggy in a forward facing position. All vehicle floor tracking must be laid longitudinally and comply with all current legislation. The Provider or their personnel will be responsible for ensuring that this tracking is kept clean at all times
- 3.25 If constructed or adapted to convey passengers in wheelchairs or buggies, vehicles must provide sufficient wheelchair and passenger restraints to transport all wheelchair passengers identified in the Route Schedule. The Provider must be aware of the type of wheelchair or buggy to be transported and is responsible for providing the correct type of wheelchair and passenger restraint, either identified in the manufacturer’s specification or supplied by the Councils. If you are in any doubt as to the Wheelchair Tie Down and Occupant Restraint System (WTORS) to be used, then you **MUST** contact the Councils for clarification
- 3.26 Vehicles used for transporting children with special needs must **not** be equipped with grab handles on any passenger seat
- 3.27 Vehicles, when equipped with less than 8 passenger seats, must have a minimum of 4 doors, unless specific agreement has been given for the use of vehicles specifically adapted to convey wheelchairs or buggies by the Councils
- 3.28 If the contract vehicle is a motor car, it must be fitted with childproof locks (or central locking override switch controlled by the driver) on rear passenger doors to prevent opening by passengers when the vehicle is in motion. Such devices must be engaged when passengers are on board

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- 3.29 Smoking is prohibited on all vehicles used for delivering passengers under this contract. The vehicle (no matter what size vehicle it is) is a designated place of work under the 2007 legislation. To smoke or permit others to smoke is an offence

4. Safeguarding

- 4.1 HM Government 'Working Together to Safeguard Children' (2006) requires all organisations to follow the procedures for protecting children from abuse. Therefore, all Providers must follow the safeguarding procedures which are established by the Councils. Organisations are also expected to ensure that they have appropriate procedures in place for responding to situations where they believe a child has been abused, or is at risk of abuse. These procedures should also cover circumstances in which a member of staff is accused of, or suspected of, abuse

- 4.2 In this respect, the Provider's responsibilities are:

- a) To ensure all drivers and escorts working on Council contracted transport services have been recruited following the safer staffing guidelines including, but not limited to completion of an application form, a recorded face to face interview and receipt of references
- b) To ensure all drivers and escorts working on Council contracted transport services have Council Authorised Identification clearance BEFORE starting work
- c) To ensure any driver or escort who is not police or DBS checked, in accordance with the guidelines above, will not be employed on this contract
- d) To ensure that driver and escort ID badges must be available for inspection at all times
- e) To ensure that the safeguarding responsibilities apply equally to any replacement or temporary drivers and escorts you use on contracted transport services
- f) To ensure that all personnel are aware of their responsibilities and role in the safeguarding of the children on transport
- g) To ensure that all transport personnel clearly understand the need to maintain appropriate boundaries in their dealings with young people and vulnerable adults
- h) To ensure that all transport personnel are aware that innocent comments and/or contact between young people/vulnerable adults can be misconstrued
- i) To ensure that transport personnel never have inappropriate or unnecessary physical contact with young people or vulnerable adults
- j) To ensure that all transport personnel are aware that the onus is on them, and not the young person or vulnerable adult, to distance themselves from any potential situation

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- k) To ensure that all transport personnel are aware of the potential dangers of being in a 1-1 situation with young people or vulnerable adults; this could include giving lifts, or having other contact, outside of normal transport arrangements
- l) To ensure that transport personnel do not engage in private or personal correspondence with young people or vulnerable adults by any means, including text messages, internet (especially social networking sites such as Facebook, Bebo & Twitter etc) or personal email
- m) To convey to transport personnel that they must always be prepared to explain their actions and accept that “relationships” will be open to comments and scrutiny
- n) To ensure that all personnel are aware that they should report any safeguarding concerns they have, regarding the well being of any of the passengers on transport, to the Contracting Council

- 4.3 The Provider should understand that safeguarding our passengers is of paramount importance to the Councils, therefore the Provider should be aware of best practice in this area and implement where necessary.

Further safeguarding information can be found at Appendix E

5. Performance and Quality Management

- 5.1 Robust performance management is key to the achievement of the Councils' aims. To this end, the Provider must have:
- a) A clearly defined organisational structure, including the day to day operational structure and the overarching management structure that steers the relationship
 - b) Processes and procedures for monitoring actual performance against the specific service requirements and standards
- 5.2 The organisational structure must clearly demonstrate the organisation's ability to adequately manage the contract. As a minimum, the structure should detail:
- a) The lines of accountability
 - b) The named on-site or local Service Manager(s)
 - c) The named Contract Manager, who will be responsible for attending the stipulated review meetings (detailed in Appendix E) and for providing attendance at ad hoc meetings as requested
- 5.3 During regular reviews of the service, the Councils will carefully consider whether the relationship is driven by trust and co-operation, rather than by the

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contract alone. Both parties are responsible for ensuring an open and honest relationship

- 5.5 The Provider must provide operational reports to the Councils, as required, to include information such as; timeliness, using correct drop off points, etc. This information may need to be submitted through the Councils' e-tendering portal or a standard template will be provided.

6. Complaints

- 6.1 The Provider should have their own complaints procedure, details of which will have been given to the Council and will comply with the Council's complaints procedure whenever a complaint is made by any third party directly to the Council as the same may be amended and notified to the Provider from time to time.
- 6.2 The Provider must keep a record in a form as stated below, of any complaints received (whether received orally or in writing, and whether from members of the Council, Service Users, members of the public or others) and of the action taken by the Provider to remedy or fully investigate each such complaint. Such records shall be kept available for inspection by the Council at all reasonable times.
- 6.3 The Provider's record of complaints must include:
- a) the nature of the complaint
 - b) the name of the complainant
 - c) the date and time the complaint was received
 - d) the action taken to remedy the complaint
 - e) the names of the Providers employees involved in the complaint and the remedy
- 6.4 The Provider must deal with any complaints received from whatever source in a prompt, courteous and efficient manner.
- 6.8 The Provider must deal with any complaints received from whatever source in a prompt, courteous and efficient manner.

Providers are expected to have their own procedures for dealing with complaints which must comply with the council's policy on complaints from the public and requests for information under the Freedom of Information Act 2000, as detailed within the council's Customer Promise. Providers should check on:

<http://www.surreycc.gov.uk/your-council/complaints-comments-and-compliments/customer-promise>

<http://www.eastsussex.gov.uk/contactus/complaintsprocedure/default.htm>

<https://www.westsussex.gov.uk/about-the-council/get-in-touch/comments-and-complaints/>

7. Invoicing

- 7.1 Providers should submit monthly invoices – with backing documentation stating the route(s), day rates and number of days claimed, ensuring that routes are claimed wholly and completely for that month on one invoice.
- 7.2 It is the responsibility of the Provider to ensure that days on which transport is not provided, such as school inset days, are not claimed for. Inaccuracies in claims will be notified to the Contracts and Control team and may be subject to performance management sanctions.
- 7.3 Each invoice should have its own unique reference number. Invoices may be emailed, posted or faxed, and payment will be made within **30 days** receipt of a correct invoice.
- 7.4 West Sussex County Council also operates an automated payment system for mainstream school routes. Monthly payments are calculated at the start of the Financial Year according to the number of operable days. At the end of the year, a reconciliation is made between the Council and the Provider depending on the difference between days run and days paid. Providers submit monthly statements (instead of invoices) to the Council with the number of days each route operated.

THE COUNCILS' RESPONSIBILITIES

8. General

The Councils expect to work in partnership with Providers and to communicate with them in an honest and courteous manner, acting in a reasonable manner at all times.

- 8.1 The Councils undertakes to:
- a) Supply Providers with, or reimburse them for, the provision of any specialist equipment required (Councils retain ownership)
 - b) Give Providers reasonable time, unless directed by the legislation, to comply with any new legislation or regulations, or policies and procedures introduced by the Councils
 - c) To identify appropriate training courses, which Providers should organise and ensure drivers and escorts attend if required
 - d) Actively encourage Providers to raise the service awareness of their transport personnel and to support and enhance the service provision by offering additional training to them
 - e) Supply Providers with details of the information to be included on invoices
 - f) Supply operation sheets to Providers that must be submitted each month with detail of the days the service operated

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- g) Pay Providers' invoices each calendar month within 30 days of receipt of a correct invoice
- h) **Not** pay any additional charge if a contract price increases without prior agreement

9 Service Information

9.1 The Councils will:

Supply Providers with accurate relevant information about service users to be transported, including:

- a) Name, address & telephone number
- b) Dates, times and destinations of travel
- c) Details of any special requirements or special equipment required, that the Councils are advised of
- d) Details of behavioural issues or any other issues relevant to transport, that the Councils are advised of
- e) Details of any care plan agreed between parents/carers, school and the responsible medical practitioner in cases where pupils have specific conditions, that the Councils are advised of. This will specify the steps to be taken to support the normal care of the pupil as well as the appropriate responses to emergency situations, and should be carried on the vehicle at all times
- f) Give parents/carers details of the transport arrangements that have been made

10. Performance and Quality Management

The Councils will:

- 10.1 Facilitate regular review meetings and ensure open channels of communication
- 10.2 Monitor and enforce the contract terms and service levels
- 10.3 Adopt the Contract Management Process and 'Performance Points Scheme' (see Appendix F) to assist in monitoring the performance of this contract
- 10.4 Undertake formal annual reviews of performance, service delivery and the relationship
- 10.6 Investigate any complaints received about the operation of the service

Note; at the present time East Sussex County Council and West Sussex County Council are in the early stages of rolling out the Contract Management Process (as detailed in Appendix F) and will communicate at each stage of roll out to all Providers on the DPS. Financial

Deductions listed in Appendix F are not currently enforced by East Sussex County Council, but there may be plans to do so in the future.

It is also important to note that at the date of the DPS commencement West Sussex County Council has not fully adopted the Code of Conduct for Drivers and Escorts detailed in Appendix A and Appendix B but there are plans to do so in the early stages of the DPS Agreement

11. Contract Termination and Variation

11.1 The Councils will vary or terminate contracts in accordance with the relevant section of the General Conditions of Contract.

11.1.1 Lot 1s & 2;

Generally, the contract will be subject to 28 days notice in writing, to be given at any time by either party, unless otherwise agreed as part of a Call-Off. However, it should be noted that the contract will be subject to 7 days notice in writing in the event of an unplanned and/or unforeseen change to a route that is outside of the Council's control, such as the only passenger on a route leaves suddenly

11.1.2 Lot 3;

Either party has the option to terminate an individual route with 60 days notice.

12. Financial Deductions (ESCC and SCC)

12.1 It is the responsibility of the Provider to inform the Councils, at the earliest opportunity, of a foreseeable difficulty in providing any journey required under the contract. The Provider should inform the Councils immediately of any unforeseen difficulty that means the service will not operate.

Providers' invoices should reflect the financial deductions to be applied in the event of non-operation of the service, in accordance with Appendix F.

12.2 A list of the service credits that will be applied by the Councils are included in Appendix F (Performance Points scheme)

12.3 If a Provider fails to advise the Contracting Council of any changes, in writing, to the Route Schedule (temporary or permanent) within seven calendar days of the change, the Provider must pay reimbursement of costs back to the day the change occurred and we reserve the right to apply a fine of 100% of the reimbursed value. This may result in termination of all Council managed contracts.

12.4 Not Used

12.5 The Councils reserve the right to deduct or require that sums are deducted from invoices submitted by Operators in cases where transport was not provided, or has been provided inadequately, without prejudice to the rights or remedies of the Council. Where this is the case the Provider will be informed

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of this action taken. No payment will be made for any contracted journey(s) cancelled before their operation. For any journey cancelled with very short notice, for example when a driver has left for a pick-up, the Council will pay the normal rate for that journey.

- 12.6 In the event of adverse weather conditions or industrial action the following payment rules shall apply:
- a) The full morning rate will be paid for any scheduled morning journey if a vehicle has set out but is then unable to complete the journey because of adverse weather conditions or the receiving establishment is closed.
 - b) No payment will be made for the return journey if it was known that the journey was not required.
 - c) For subsequent days or in the event of industrial action at a school, when it is known that the journey is not required because the establishment is closed, no payment will be made.
 - d) For school journeys Providers will be required to familiarise themselves with the school closures system which provides online information of the latest school closures and email/text alerts. In these exceptional circumstance operators must rely on this information to determine whether the journey is required.

13. Safeguarding

The Councils will:

- 13.1 Administer the Council Authorised Identification Scheme to ensure all drivers and escorts have enhanced level DBS checks, and issue appropriate identification when this process is complete. The Councils will not be liable for any costs associated with this process
- 13.2 Issue the Council Authorised Identity Badge or notification of unsuitability within 10 working days of the receipt of an enhanced DBS disclosure. (Additional information may be requested by the Council about an individual's background in order to make a decision on suitability)
- 13.3 Abide by the Council's safeguarding policy and procedures following notification of any allegations or complaints
- 13.4 Instruct the Provider to suspend the driver/escort concerned from any contract service should an allegation be received, while the investigation takes place. In some instances the Councils will withhold details of the allegation in order to investigate the matter through the appropriate channels
- 13.5 Notify the Provider of the conclusion of any investigations, although the details of the investigation may be withheld due to the protection of personal data
- 13.6 Notify/forward on any safeguarding concerns raised by the Provider on to the appropriate team within the Council

GENERAL INFORMATION

14. Useful Contacts :

Surrey County Council

Transport Co-ordination Centre (TCC) Contracts & Control Team :

TCC Authorised ID Badges 0208 541 7242

TCC Delivery Team 0208 541 7667

TCC Team Manager 0208 541 9592

East Sussex County Council

Transport Hub:

Specialist 01273 335 067

Mainstream 01273 335 088

Adult Social Care 01273 335 090

West Sussex County Council (Transport Bureau)

Telephone:

All general enquiries (Mainstream/SEN/Adult Transport): 01243 753530

DBS/Training bookings: 0330 222 5666

Email:

General enquiries: school.transport@westsussex.gov.uk

Tenders/DBS bookings newtaxiinbox@westsussex.gov.uk

Invoices invoices.tcg@westsussex.gov.uk

15. Glossary of Terms and Abbreviations

The **Act** – means the Public Passenger Vehicles Act 1981 and/or any amendments to it, or replacement of it, and any Regulations made under it.

Contract - means the agreement created between the Provider and the Contracting Council for the provision of the services that this Service Specification relates to.

Provider- means any person or body of persons whose offer to provide transport for the passengers is accepted by the Council.

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Provider vehicle – means any vehicle that the Councils consider appropriate to be used in the performance of this service.

Contract price - means the tender price agreed between the Provider and the Council for each route.

Councils – means either Surrey County Council or East Sussex County Council, whichever has awarded a contract to the Provider.

Council Authorised Identification – means the authorised identification card issued to drivers following a vetting process undertaken by Surrey County Council. At the present time East Sussex do not provide drivers with an identification card following their vetting process.

PSV – means Public Service Vehicle (and have the same meaning as Parts I and II of The Act).

Route Schedule - means the document presented to the Provider by the Councils detailing the route number, route details, timetable requirements and authorised passengers.

School - means the school for which these Home to School transport services will be provided

TCC - means Transport Co-ordination Centre which is part of Surrey County Council and is responsible for overseeing this contract

Transport Hub – means the transport hub which is part of East Sussex County Council and is responsible for overseeing this contract

Provider's personnel - means the Provider's partners, directors, employees, agents and sub-contractors.

APPENDIX A

Code of Conduct for Drivers

APPENDIX B

Code of Conduct for Escorts

APPENDIX C

WSCC/SCC ACCIDENT/INCIDENT REPORT FORM

For Completion By Operator

Name of Company/Operator:					
Name of Driver:					
Name of Escort(s):					
Location of Accident/Incident: <i>Including nearest pick up/drop off point, if applicable</i>					
Date of Accident/Incident:		Time:			
Route Number:		Destination:		Number of Passengers:	
Vehicle Registration:		Vehicle Type:		Seating Capacity:	
Approximate Age of Vehicle:		MOT Expiry Date:		Date of Last Routine Inspection:	

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Description of Accident/Incident: *Please give as much information as possible – continue on another sheet if necessary*

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Which Emergency Services Were Called/Attended Scene:			
Number of Passengers Injured:		Nature of Injuries / How Treated:	
Nature of Injury to Driver/Escort(s):		How Treated:	
Nature of Damage to Vehicle:			
Details of Other Driver/Vehicle Involvement:			
Details of Any Injury to Third Parties:			
Nature of Police Involvement/Further Police Action:			
Any Other Relevant Information:			

Form Completed By:		Date:	
Position in Company:			

APPENDIX D

ESCC Accident Report Form

APPENDIX E

Safeguarding Links for Further Information

Surrey County Council Safeguarding information can be found as follows:

Children

http://www.surreycc.gov.uk/sccwebsite/sccwspages.nsf/LookupWebPagesByTITLE_RTF/Guidance+and+protocols+for+safeguarding+children?opendocument

Adults

http://www.surreycc.gov.uk/sccwebsite/sccwspages.nsf/LookupWebPagesByTITLE_RTF/Protecting+and+safeguarding+adults?opendocument

East Sussex County Council Safeguarding information can be found as follows:

<http://www.surreycc.gov.uk/social-care-and-health/childrens-social-care/information-for-child-social-care-professionals/surrey-safeguarding-children-board/guidance-and-protocols-for-professionals-from-surrey-safeguarding-children-board>

<http://www.eastsussex.gov.uk/socialcare/aboutus/keydocuments/safeguardingadults/default.htm>

<http://www.eastsussex.gov.uk/childrenandfamilies/childprotection/default.htm>

West Sussex County Council Safeguarding information can be found as follows:

Children

<https://www.westsussex.gov.uk/education-children-and-families/keeping-children-safe/west-sussex-safeguarding-children-board/>

<http://pansussexscb.proceduresonline.com/index.htm>

Adults

<http://pansussexadultssafeguarding.proceduresonline.com/>

APPENDIX F

Contract Management Process

This document will be reviewed and updated from time to time by the Council. Revised editions will be posted on the e-Sourcing website.

It should be noted that at the present time East Sussex County Council and West Sussex County Council are in the early stages of rolling out this Contract Management Process. At each stage, both Councils will communicate the changes to all Providers on the DPS. Financial Deductions listed in Appendix F are not currently enforced by East Sussex County Council, but there may be plans to do so in the future.

It is also important to note that at the date of the DPS commencement West Sussex County Council has not fully adopted the Code of Conduct for Drivers and Escorts detailed in Appendix A and Appendix B but there are plans to do so in the early stages of the DPS Agreement

1. PERFORMANCE MANAGEMENT AND RECORDING

- 1.1. Authorised Transport Officers of the Council will manage and monitor our Providers' performance using the Transport Provider Performance Points Scheme (Tables 1 & 2), which will try to provide a balanced view of any positive and negative performance from the Provider. Failure to provide the agreed service may also result in financial deductions or suspension from bidding for new tender opportunities (Mini-Competitions) as a result of specific defined failures as stated in the Service Specification and the Transport Provider Performance Points Scheme (Tables 1 & 2).
- 1.2. Notification of any performance issues raised, Points or deductions issued or tendering suspensions will be communicated to the Providers via the SE Shared Services Portal.
- 1.3. Information from Schools, Day Centres or other establishments will be considered as information from Officers or Agents of the Council, and so the Council will not have to investigate their complaints in order to note poor performance and/or issue negative performance points.
- 1.4. Complaints from parents/guardians/carers will be investigated by the Council. If the complaint is found to be upheld it will be officially recorded as negative performance. All complaints will be recorded but may also be noted to be unsubstantiated or unfounded.
- 1.5. Schools, Day Centres or other establishments will be encouraged to provide regular feedback regarding Providers' timeliness and use of correct pick up / drop off locations. There will also be the opportunity for the Schools, Day Centres or other establishments to feedback on all other service failures on an ad hoc basis.
- 1.6. Providers will be expected to regularly feedback on their own performance regarding timeliness and use of the correct pick up / drop off locations. The Council expects Providers to be open and honest about their performance and if discrepancies are found between

feedback from the Provider and the School, Day Centre or other establishments, the onus will be on the Provider to provide evidence that they have met the service standards. Where the Provider has been open and honest about their performance and notified the relevant Council of any issues, this will be considered if / when performance points or financial deductions are applied.

- 1.7. The Council is keen to encourage positive feedback and so a performance survey will be sent to Schools, Day Centres and other establishments to allow positive comments to be gathered and measured. A similar survey will be sent to a sample of the Providers' passengers parents / guardians. Where positive feedback is received this will be considered by the Council and where appropriate, at their discretion, positive performance points will be issued to the Provider.

2. CONTRACT MANAGEMENT RELATIONSHIPS

- 2.1. Each Provider will be allocated a Contract Manager by the Council. Each Provider must also nominate a specified Contract Manager within their organisation. These individuals will be responsible for the formal management of the contract, monitoring performance and risks, ensuring ongoing value for money and approving changes.
- 2.2. It is expected that these individuals will form the key contractual relationship between the Contracting Council and the Provider, communicating regularly if there are performance issues or clarifications that need explanation.
- 2.3. Every Provider will have a formal annual review meeting. This will be held between June and September and at a minimum must be attended by the nominated contract management representative to discuss the year's performance, positive and negative feedback, audit findings, service changes and developments in other processes that may affect the service. In some instances it may be necessary to ensure that operational staff are in attendance so that knowledge of specific issues that are to be discussed is available. It may also be necessary for management at a strategic level to attend if major changes need to be approved or escalating disputes need to be resolved. The necessary attendees will be defined before the meeting is booked. In general it is envisaged that this meeting will alternate between County Hall and the Provider's premises.
- 2.4. Operational issues may be notified and resolved by a Council's Authorised Transport Officer, and these issues and complaints will be recorded. The Contract Manager within the Contracting Council will monitor these reports and where necessary discuss these issues or complaints at a contract management level to ensure that they are being addressed and resolved within the Providers' organisation.
- 2.5. Where necessary the Contract Manager (from either party) may require a formal meeting to review current / outstanding issues or complaints outside of the annual review meeting. Operational or strategic management may also need to attend should the need be indicated.

3. AUDITS

- 3.1 Providers will regularly be audited to ensure ongoing compliance and allow for continuous improvement.
- 3.2 Following the initial acceptance of Providers to the DPS, the Provider's first audit will review their operating systems and processes in relation to their answers given during the tender process.
- 3.3 Following the conclusion of the initial audit we may re-score the Provider in relation to the systems that are actually in place.
- 3.4 Providers will also be audited to check their operating procedures and processes, licensing and insurance compliance as well as their HR records including recruitment documentation and training records.
- 3.5 The following actions will be applied following the audits:

Major failure = Action for immediate attention with limited timescale for rectification. Failure to suitably rectify this failure within the notified timescale would constitute a breach of contract and the Provider will be removed from the framework

Minor Failure = Action for attention within a notified timescale. Failure to rectify these actions will result in the issue of Negative Performance Points as per a failure to ensure that an instruction from an Authorised Officer is carried out.

Recommendations = Actions that would raise the Provider's Quality score. These could be based on our vision of best practise and in comparison (without detail) to how other Providers are working.

4. CONTRACT DISPUTES

- 4.1 A key aspect of a collaborative / partnering relationship is the resolution of issues quickly and efficiently, without formal dispute. Both parties will adopt an early warning system whereby anyone becoming aware of a matter that could have an impact on the contract notifies the other party.
- 4.2 Both parties should endeavour to ensure that formal disputes do not arise, as they are time-consuming for all parties concerned and can divert effort away from the running of the Contract. Effective performance monitoring, robust processes, clear methods of recording discussion and outcomes and communication can help to resolve issues at a grassroots level.

5. TRANSPORT PROVIDER PERFORMANCE POINTS SCHEME

The list of negative performance points is based on a 10 point scale where 10 is the most serious offence. The scheme will operate on a 1 year rolling basis. Points will be removed on their anniversary. Where 75 negative points have been accrued, the Provider will be invited to formally explain their performance. At this point new service standards may be put in place or the Council may take other action to resolve these performance issues, such as limiting the Provider's ability to bid for new routes or removing routes they currently operate to allow the opportunity to manage the needs of their current workload. If a significant improvement is not witnessed following these sanctions the Provider may be removed from all Council contracts.

The Provider should be aware that financial deductions and suspension from bidding for new tender opportunities (Mini Competitions) will also be applied alongside the Transport Provider Performance Points scheme for specific failures (see tables below).

Please note that the full list of offences available for negative performance points may be reviewed and updated as necessary. The full current list of offences is as follows:

TABLE 1: FAILURE BY OPERATOR

CODE	DESCRIPTION OF OFFENCE	POINTS	OTHER SANCTION	
			FINANCIAL DEDUCTION (% OF DAILY RATE)	SUSPENSION FROM NEW TENDER OPPORTUNITIES
Op1	Failure to attend meeting when instructed by an Authorised Officer	10		
Op2	Uncontactable by telephone between 07:30 and 17:00	3	25% of the daily rate of the route the call is regarding	
Op3	Failure to notify the Council of Sub contracting	5	100% of the daily rate	
Op4	Failure to keep accurate, current and secure records of bookings and disposal of work	5		
Op5	Failure to keep accurate, current records of vehicle licensing & insurance, and driver licensing and clearance	7		
Op6	Aggressive or rude behaviour towards an Authorised Officer	10		
Op7	Failure to provide accurate invoices (incorrect date/format, inaccurate days/numbers of journeys, etc)	7		
Op8	Failure to accurately invoice, including changes to the contract that would result in a reduction in cost or for journeys that did not take place	10	25% of any sums due for reimbursement (in addition to the	3 months for first failure, any subsequent failure will be at the discretion of the

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			sums due for reimbursement)	Council
Op9	Failure to ensure that an instruction from an Authorised Officer is carried out	10		
Op10	Failure to supply suitable cover vehicles in the allotted time	7		
Op11	Failure to cover driver or escort absence	7		
Op12	Having unsuitable, inaccurate or invalid insurance	10		3 months for first failure, any subsequent failure will be at the discretion of the Council
Op13	Operating a vehicle or driver without holding the appropriate licensing (including cross border licensing)	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op14	Knowingly allowing a driver or escort to breach the Driver and Escort Performance Points Scheme	10		
Op15	Using a driver or escort who does not have a current, valid clearance via the Council Authorised Identification Scheme	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op16	Using a driver or escort whose Council Authorised Identification badge is registered to another Provider	5	50% of the daily rate	
Op17	Upheld complaints against the service provided by the Provider	1-10 (dependant on the nature of the complaint)		
Op18	Failure or refusal to carry all the passengers on the contract	8		
Op19	Providing staff not trained in the use of Wheelchair restraints and/or other equipment necessary to the contract	10		
Op20	Providing escorts without First Aid training	10		
Op21	Failure to ensure that a contract is completed with 15 minutes of the stated time on the contract (over 5 times in a 4 week period)	5		
Op22	Failure to ensure that no more than 3 drivers or escorts are used on a route in an academic term for school transport, or per 4 month rolling period for social care transport.	5		

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Op23	Failure to supply an accident report – verbally within 2 hours and an accident report form within 48 hours	10	50% of the daily rate	
Op24	Failure to notify of change of address and supply a copy of all updated licensing documents within 7 days	8		
Op25	Failure to notify of change to email or telephone details within 7 days	5		
Op26	Failure to notify of change of contract details (including non-attendance or leaving)	8		
Op27	Failure to use equipment provided by the Council for use on the contract	10	50% of the daily rate	
Op28	Failure to request child safety seats necessary for the safe provision of the contract where they have not been provided by the Council	5		
Op29	Failure to ensure that tail lifts have been LOLER certified every 6 months	10		
Op30	Failure to ensure that tail lifts have been weight tested every 12 months	10		
MAINSTREAM COACHES ONLY				
Op31	Failure to supply a vehicle sufficient for the passenger capacity in live with the Service Specification	10	100% of the daily rate	
Op32	Failure to display route sign in the front windscreen	4	25% of the daily rate	

The Provider should also be aware of the following financial deductions which may also be applied:

- Non operation of route – 50% of daily rate. Defined as:
 - a) Failure to operate any part of the journey.
 - b) Operation earlier than the scheduled pick up time resulting in one or more missed pick-ups.
 - c) Failure to observe scheduled pick up points resulting in missed pick-ups.
- Lateness – 50% of daily rate. Defined as:
 - a) Failure to pick up a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled pick up time without prior notice.
 - b) Failure to drop off a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled drop off time without prior notice.
- Failure to drop off or collect passengers at the designated point at schools/establishments – 50% of daily rate
- Failure to ensure that passengers use seatbelts – 50%

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TABLE 2: FAILURE BY DRIVER OR ESCORT

The Provider is responsible for the fulfilment of their contracts and the actions of their staff. Providers will receive Negative Performance Points if their driver or escorts are found to have failed to meet the contract measures whilst undertaking a Council contract. The Points applicable will be:

PENALTY CODE	DRIVER OFFENCE	POINTS APPLIED
V1	Failure to keep the interior and exterior in a clean and tidy condition, odour free (including smoke) and free from obvious damage	1
V2	Driving a vehicle on Council contracts that is not in a roadworthy condition	10
V3	Failure to display Private Hire/Hackney Carriage plates , PCV disk or Section 19 permit	2
V4	Failure to carry a fully charged fire extinguisher	1
V5	Failure to provide valid Hire & Reward Insurance within 7 days of a request to do so from an Authorised Officer	4
V6	Using an unlicensed and/or uninsured vehicle	See Operator Offence Op 13
V7	Failure to present a vehicle for inspection at a time, date and place designated by an Authorised Officer	2
V8	Failure to carry a first aid kit on the vehicle	1
V9	Failure to display the "School Bus" sign or the EU-approved child logo sign in the vehicle when conducting Council contracts	1
V10	Failure to remove the "School Bus" sign or the EU-approved child logo sign in the vehicle when not conducting Council contracts	1
V11	Failure to ensure that no passenger under 8 years old will travel in the front seats (Taxis and Minibuses only)	3
V12	Failure to apply and maintain wheelchair tracking and/or securing systems appropriately	5
V13	Failure to use, correctly apply or maintain any other equipment used in the Council contract	5
A1	Failure to report an accident or supply a written report to the Council	See Operator Offence Op 23
P1	Failure to be clean and presentable whilst working, including body odour (Clothing must be clean, smart casual as a minimum) and secure footwear suitable for driving must be worn	1
P2	Failure to reasonably assist passengers without good cause	1
P3	Driving a licensed vehicle without holding the appropriate driving licence/category	See Operator Offence Op 13
P4	Failure to notify change (within 7 days) of address, telephone number, email address or Provider employed by	Not Applicable as an Operator offence
P5	Failure to notify change (within 7 days) of medical condition which may affect the ability to drive	5
P6	Failure to notify after a criminal offence has been committed	5
P7	Failure to produce a valid DVLA Driver's Licence within 7 days of a request to do so by an Authorised Officer	1
P8	Failure to have a valid Council Authorised Identification	1

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	on board the vehicle whilst working on Council contracts (or without written exemption)	
P9	Failure for an individual to have completed their application and been issued with their Council Authorised Identification before working on Council contracts	See Operator Offence Op 15
P10	Failure to have a valid Private Hire/Hackney Carriage badge (if appropriate) on board the vehicle whilst working on Council contracts (or without written exemption)	1
P11	Making a false statement or withholding information to obtain a Council Authorised Identification	2
P12	Failure to attend an appointment at a time appointed by the Council or failure to attend a Council Authorised Identification application	2
P13	Driving in a manner contrary to the Road Traffic Act (or other legislation) whilst working on Council contracts	5
P14	Using threatening or offensive language or behaviour	5
P15	Working outside of any conditions imposed on their Council Authorised Identification	5
P16	Failure to inform the Council of changes to the route or passenger details (including non-attendance or leaving)	See Operator Offence Op 26
P17	Transporting unauthorised passengers	5
P18	Working without a valid Council Authorised Identification	See Operator Offence Op 15
P19	Failure to abide by an instruction of an Authorised Officer	2
P20	Failure to ensure that child passengers are handed over to an appropriate responsible adult	8
P21	Failure to drop off or collect passengers at the designated point at schools/establishments	5
P22	Smoking whilst on duty during a Council contract	3
P23	Failure to provide the required documentation at a Council Authorised Identification application	2
G1	Any other offence as deemed by the appropriate Authorised Officer	1-5 (dependant on offence)
O1	Points added after a criminal offence	1-5 (dependant on offence)
ESCORT OFFENCES		
E1	Failure to be clean and presentable whilst working, including body odour (Clothing must be clean, smart casual as a minimum)	1
E2	Failure to reasonably assist passengers without good cause	1
E3	Failure to attend an appointment at a time appointed by the Council or failure to attend a Council Authorised Identification application	2
E4	Making a false statement or withholding information to obtain a Council Authorised Identification	2
E5	Working outside of any conditions imposed on their Council Authorised Identification	5
E6	Failure for an individual to have completed their application and been issued with their Council Authorised Identification before working on Council contracts	See Operator Offence Op 15
E7	Failure to notify change (within 7 days) of address, telephone number, email address or Provider employed by	Not Applicable as an Operator Offence

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E8	Failure to have a valid Council Authorised Identification on board the vehicle whilst working on Council contracts (or without written exemption)	1
E9	Using threatening or offensive language or behaviour	5
E10	Failure to abide by an instruction of an Authorised Officer	2
E11	Failure to supply a written report (if requested to do so) after an accident or incident.	See Operator Offence Op 23
E12	Failure to ensure that child passengers are handed over to an appropriate responsible adult	8
E13	Sitting in the front of the vehicle during a Council contract	3
E14	Leaving the vehicle whilst passengers are on board	3
E15	Smoking whilst on duty during a Council contract	3
E16	Failure to carry out escorting duties, as decided by an Authorised Officer	3
E17	Failure to provide the required documentation at a Council Authorised Identification application	2
G1	Any other offence as deemed by the appropriate Authorised Officer	1-5 (dependant on offence)
O1	Points added after a criminal offence	1-5 (dependant on offence)