

Date: 14 July 2015



Your Reference:

Our Reference: 10103398

Enquiries to: Peter Williams

Mr Kaynne Abel
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**Information and Records
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Dear Mr Abel

Freedom of Information Act 2000

Thank you for your request for information, received 03 June 2015, and clarified by email received on 20 June 2015. You requested:

Please supply the following information:

1. Please supply a copy of your transport policy (Transport policies either relating to Special Educational Needs School Transport and to Patient Transport Services. If these are not available, please send a copy of the Councils general Transport Policy that is non staff related)

Please find attached pertinent information that can be released under the terms of the Act.

2. Please supply the service specification for the current contracts in place for Special Educational Needs School Transport and Patient Transport Services

Please find attached a copy of the specification for the existing contract which can be released under the terms of the Act.

3. Please supply details of the nature of the framework – services/types of operation (taxi, car hire, patient transport, routes, etc.), it would supply

On 7 September 2011, the Director of Culture and Environment approved the award of nine contracts (one of the contracted service providers subsequently ceased trading) under a framework agreement for the provision of private hire, taxi and attendant services for the period 31 October 2011 – 31 August 2014, with the option to extend for a further year. This framework enabled the appointment of several contractors for each of the categories or lots of vehicle types i.e. taxis, saloon cars, multi-purpose vehicles, mobility cars and minibuses inclusive of with or without attendants.

The framework provides for some 16,000 journeys per annum to locations such as special schools, located both in and out of the borough, Resource Centres to meet ad-hoc requirements of entitled clients and occasions of social care emergencies (e.g. transportation to a place of safety).

Although the Council has obligations to undertake the transportation of certain groups of people, there are no guaranteed levels of work allocated to contracted service providers.

The Council will decide on the levels of service required at any given time from a contracted service provider appointed under a framework agreement.

4. Please supply details of the contract value for the entire contract or lots or service are

The current cost of providing the part of the service that is currently externalised is in the region of £1.9m per annum, split between SEN transport at £1.5m and other transport (mainly Adult Social Care) at £0.4m

5. Please supply details of the number of Providers on the framework

There are eight contracted service providers.

6. Please supply details of the actual contract spend for previous years since 2010 (information supplied as yearly breakdown please)

The actual contract spends for Private Hire is:-

2010/11	£1,758,726
2011/12	£1,769,491
2012/13	£1,834,777
2013/14	£1,871,506
2014/15	£1,912,635

7. Please supply details about when is the contract/framework is up for renewal

The contract has an expiry date of 31 August 2015.

8. Please supply details about the procedure for new providers joining the existing framework

Under current legislation, once a new framework agreement has been set up, new suppliers are unable to join.

Notes

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If you are unhappy with any aspect of the way in that your request has been processed then you have the right to issue a complaint. If you wish to issue a complaint, please set out in writing your grounds of appeal (within 2 months of this correspondence) and send it to: Access to Information Team, Legal Services, Camden Town Hall, Judd Street, London, WC1H 9LP and your complaint will be administered through our Internal Review procedure.

If you are still not satisfied following the Internal Review, you have a right to appeal to the Information Commissioner's Office. They can be contacted at: Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF.

Telephone: 01625 545 700

www.ico.gov.uk

Yours sincerely

Peter Williams
Information and Records Management Officer
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Camden Council

Home to school or college travel arrangements for 2015-2016

Policy for travel assistance for children and young people attending school or college

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SECTION 1. INTRODUCTION

1.1 A single travel policy

The Education Act 1996 as amended requires Local Authorities to make suitable travel arrangements for eligible children as they consider necessary to facilitate attendance at school.

Camden Local Authority has developed a single transport policy that describes the arrangements for all children and young people, including:

- children of statutory school age, both with or without special educational needs
- post-16 students up to the age of 19
- young people with learning difficulties and disabilities until they turn 25 (or to the end of that academic year if the young person is already enrolled on an educational programme).

The policy will produce a consistent approach to providing travel assistance for children and young people attending school/college. The aim of this collaborative approach is to ensure that regardless of where a child lives within the borough of Camden, the level of service received is consistent, the service experience is the same and the most efficient, effective and suitable travel assistance is provided.

1.2 Sustainable travel

Camden seeks to ensure that children and young people have access to transport and travel arrangements that promote their independence and wellbeing, as well as maximising benefits for the environment. Camden is well resourced with transport links and the Local Authority aims to reduce the use of travel by car wherever other means of transport can be made accessible to those who are eligible for additional support.

Camden aims to make local provision for local children and has developed a range of resources to ensure that the majority of children and young people's special educational needs can be met locally.

The majority of children and young people attending education provision are able to walk to school or access free public transport.

Where a child or young person meets the criteria for supported travel arrangements, Camden aims to make provision that best supports sustainable outcomes for both the child or young person and the borough, taking in to account individual circumstances for each child and young person. It is recognised that not all children and young people can manage public transport, even with support, so decisions are made on a case by case basis with the evidence made available.

If the provision of transport by the council is agreed, the council will arrange for the most appropriate, sustainable and cost-effective transport provision.

This will be provided in line with local operational policies and the LA will make clear the responsibilities of parents and carers. These operational policies will also make clear the circumstances in which the service can be withdrawn.

Camden Council has considered the statutory legal framework and statutory guidance in formulating this policy.

SECTION 2. WHO DOES THIS POLICY APPLY TO?

This document explains the background relating to the provision of travel assistance by the council for children and young people living in the borough of Camden and describes how the policy applies to **eligible children** in the following groups:

- a. Children aged 5-16.
- b. Young people in full-time education from ages 16 - 19.
- c. Learners aged 19 or over, but under 25, with learning difficulties.
- d. Children who are Looked After to this Council but not necessary living in Camden.

SECTION 3. WHAT ARE THE ELIGIBILITY CRITERIA?

An “eligible” child is defined in Section 508B of the Act as one to whom at least one of the following criteria applies:

- a. A child with special educational needs, a disability or mobility problem, who lives within the walking distance, but cannot be expected to walk;
- b. A child who cannot be expected to walk because of the nature of his/her route;
- c. A child beyond the statutory walking distance (2 miles for pupils below the age of 8 and 3 miles for those aged 8 and over) who is without suitable alternative arrangements;
- d. A child over 8 years but under 11 from a low-income family living more than 2 miles from their nearest school; or
- e. A child in a low-income family living between 2 and 6 miles from his/her suitable secondary school.

SECTION 4. CHILDREN AND YOUNG PEOPLE WITH SPECIAL EDUCATIONAL NEEDS AND/OR DISABILITIES (SEND)

4.1 Children and young people of all ages with SEND

This section explains what travel assistance may be provided for children and young people with a Statement of Special Educational Needs (SEN) or disabilities, if they could not reasonably be expected to travel to school/college independently and even if the journey is within the ‘statutory walking distance’ described in Section 3 above.

Having a Statement of Special Educational Needs does not necessarily provide entitlement to free travel. Requests will be considered for children with special educational needs, a disability or mobility problem, who:

- live within the defined walking distance, but cannot be expected to walk;
- cannot be placed by the Local Authority at a suitable school within walking distance or by accessible public transport;
- have needs such that they cannot access public transport.

The Local Authority will generally aim to enable children to walk or use public transport independently by the age of 16, or earlier if possible.

The entitlement to travel assistance for children and young people who meet these criteria varies according to their age group follows:

- a. Pre-school children - aged under 5
- b. School children - aged 5-16
- c. Young people in full-time education - aged 16-25

4.2 Pre-School children with a statement of SEND under the age of 5

There is no legal requirement for the Local Authority to make special arrangements for children under the age of 5 to travel between home and school. The LA expects that children under the age of 5 will be taken to their educational provision by a parent or guardian.

Children under the age of 5 can travel free at any time on the Underground Railway (tube), Docklands Light Railway, buses, trams, London Overground, and Emirates Air Line cable car, as long as they are accompanied by an adult with a valid ticket.

In exceptional circumstances, where a child has a statement of special educational needs, the Local Authority will look at the individual circumstances and the individual merits of the particular case.

For children who do not fall within the SEN criteria and are not eligible for LA travel arrangements, Camden may offer support, depending on availability, and charge the parent or guardian for travel to and from school.

4.3 Children and young people with SEND aged 5-16

The Local Authority will make a decision for children with a Statement of Special Educational Needs, long term medical needs or disabilities based on a number of key criteria which include:

- distance from home to school
- the needs of the child (whether the child has physical, learning and/or mental health needs which mean they cannot walk or access public transport);
- and will only be provided for travel to a qualifying school.

A qualifying school means one that can meet the child's needs and is nearest to their home. The Local Authority is not obliged to pay the transport costs for a child, if a nearby school can meet the child's needs but the parent(s) expresses a preference for a school which is further away and beyond reasonable walking distance. If this were the case the parent(s) would be expected to pay the costs of travel arrangements.

4.4 Children and young people with SEND aged 5-19 in educational residential placements

A residential school is a specialist provision which caters for pupils with special educational needs and/or disabilities, who receive overnight accommodation (usually over a 38 week period).

Camden LA will reimburse the parents (or nominated carer), to accompany their child to and from school via public transport. Reimbursements will be made for journeys taken at the start and end of term, half term holidays and for parents to attend the Annual Review meeting. Reimbursement will be dependent on production of valid receipts.

Parents may wish to transport their child to school by car. Where Camden LA agrees to this arrangement, the parent will be reimbursed their reasonable fuel expenses, if this is an additional/different journey to that undertaken to take other children in the family to their schools. In the event of illness of the parent or carer then they should accept full responsibility and make alternative arrangement to transport their child to and from school.

4.5. Young people and adults with SEND aged 16 – 25

For young people with statements who move from schools to Further Education colleges at age 16, and who were given transport support until the end of their school studies, transport provision will be reviewed.

Where Camden LA has decided that it is necessary to provide transport, it will, in addition, consider whether it is necessary to provide an escort to supervise the young person's journey. This will depend on, amongst other matters, their age and general behaviour.

The transport arrangements for young people and adults with SEND aged 16 – 25 are subject to review.

4.6. Looked after Children (LAC) with SEND

For those young people who are the subject of a 'Care Order' granted to Camden Social Services and placed with foster-carers in another borough, are outside of Camden Local Authority's remit. Carers should contact their allocated Social Worker for support and advice.

SECTION 5. CHILDREN AND YOUNG PEOPLE WITHOUT ADDITIONAL NEEDS

5.1 Free travel / reduced fares for children until the 31 August after they turn 16:

Transport for London provides free travel for children and young people of school age up until the end of the academic year in which they turn 16. Almost all children and young

people attending school will not require any support with travel arrangements, including those who have statements of special educational needs.

Criteria and details about how to apply are on the Transport for London website or are available at underground stations and local post offices.

Camden Local Authority will determine whether a child is eligible to receive travel arrangements, on the basis of the nearest school which can meet the child's needs and at which a vacancy is available.

5.2 Special circumstances

In some circumstances, defined in sections 5.3 – 5.6 below, the Authority will agree to provide a travel card that entitles them to free transport on London Underground and London Overground trains in addition to bus and tram travel.

5.3 Children and young people living outside the statutory walking distance

The statutory walking distance is defined as 2 miles for children under the age of 8 years or 3 miles for children 8 years and over; in each case measured by the nearest available route) supported travel arrangements will be considered if the following circumstances apply:

In general Camden Local Authority is not obliged to pay the transport costs for a child, if a nearby school can meet the child's needs but the parent(s) expresses a preference for a school which is further away and beyond reasonable walking distance. If this were the case the parent(s) would be expected to pay the cost of travel.

5.4 Children whose route to school is unsafe

Children whose walking route to school, even if accompanied, is unsafe (whether or not they live within 2 miles of school or not if under 8 years old, or 3 miles if aged 8 or older), should be able to access free public transport. If there are specific circumstances which need to be taken in to consideration, such as the length of the journey by bus (for details see section 2.3 above), a child or young person may be eligible for a travel pass.

5.5 Children from low income families

Children who are aged between 8 and 16, who are entitled to free school meals, or if their parents or carers receive working tax credit at the maximum rate, will usually be able to travel by free public transport on buses or trams.

They may, however, be provided with a free travel pass enabling them to travel on London Underground (tube) or local Overground routes if:

- their journey time by public transport regularly exceeds 75 minutes for a child aged 8 or above
- they attend one of the three nearest suitable schools
- the distance between home and school is between 2 and 6 miles

5.6 Children whose parents express a preference for a secondary school on the basis of religion or belief

The following criteria must all be met to qualify for a free travel pass on the basis of religious or other beliefs:

- children attending secondary school who meet the low income criteria (see point 5.4 above).
- the journey regularly exceeds 75 minutes for a child or young person aged 8 or older.
- the school is between 2 and 15 miles from home.
- they are attending the nearest suitable school on the grounds of religion or belief.

Where the Local Authority is unable to provide a suitable school place within reasonable travelling distance of home, taking in to account the parent's school preferences on the grounds of religion or belief, the criteria are:

- if their journey from home to school either walking or by public transport exceeds 45 minutes for a child under 8, or 75 minutes for a child or young person aged 8 or over.

Where home to school walking distance exceeds these distances for a child with a statement of special educational needs, travel arrangements will be made, taking in to account the child or young person's individual circumstances.

Where there are particular issues that should be taken in to account that affect a young person's health and safety such as risk of harm from their peer group, parents should discuss individual needs with the mainstream / special school or PRU to make a decision about what support will be made.

5.7 Travel for parents accompanying children

Parents are expected to accompany children to school (or to make arrangements for them to be accompanied by an authorised adult) if this is necessary for the child's safety. Any travelling expenses for the parent are the responsibility of the parent.

5.8 Travel assistance for parents

Camden does not provide assistance with travel costs for adults accompanying children to school unless there are exceptional circumstances. Where a parent or carer through illness, incapacity, or some other reason finds it unusually difficult to accompany a child to school, this matter can be raised with Camden Learning Disabilities Service (telephone 020 7974 3737) who may be able to provide support according to the circumstances. Please be aware that a parent's work or childcare arrangements will not be taken into account.

SECTION 6. WHAT FORMS OF TRAVEL ASSISTANCE ARE THERE?

6.1 Range of provision

Camden makes use of a range of travel provision to best address the individual needs of clients but which also utilises existing networks, which promote independence and which represent the most cost effective and sustainable mode of transport. The range of travel assistance are listed below.

Travel assistance for all students:

- a. Transport for London provides free bus travel for all under 18 years and this is the expected entitlement for the majority of students. However where this is not provided it may be possible to provide funding for the provision of Oyster/travel cards to enable access to free travel on London buses provided by Transport for London .
- b. Funding for the provision of Oyster/travel cards or travel passes for tube or train travel to and from school for those who meet the criteria.

The following are also considered, where appropriate, for children and young people with a statement of special educational needs or disability:

- c. Funding for the provision of Oyster/travel cards for the parent/ carers to enable them to accompany their child where they have access to free travel on London Buses and where parents' consent.
- d. A travel training or mobility programme for the young person.
- e. A travel buddy or passenger assistant to travel with a pupil on the journey from home or where appropriate and suitable in the context of the child's needs from a specified meeting point to school and return.
- f. Where parents' consent payment of mileage allowances for parents/carers who use their own vehicles with the agreement of the council.
- g. Payment of public transport fares for travel arranged by parents/carers with the agreement of the council.
- h. A seat on a vehicle suitably adapted as necessary to transport the pupil as appropriate.
- i. A range of more flexible options which explore more creative solutions and promote the independence of the client.

6.2 Inclusion and independence

Camden LA is committed to the principles of inclusion and to promoting greater independence for children and young people with special educational needs so that their experiences can be similar to those of their peers. We recognise the importance of extending the range of travelling options available so that the most suitable arrangements can be made to support individual needs. It is recognised that travelling to school as independently as possible is a valuable experience for young people as they grow up. In

order to do this, many young people with special needs may need extra training to help them to learn the skills required for greater independence.

At the heart of this approach there are two key principles which underpin a culture of providing travel assistance:

- promoting independence and
- maintaining quality of life.

By working in partnership with parents, children and young people, schools and the voluntary sector, we hope to secure the right option for each child so they are better prepared for a more independent future.

6.3 Provision of travel training or 'Travel Buddies' for children and young people for whom travel assistance is agreed

The LA will also consider the provision of supported access for walking or public transport, where this is appropriate, and in particular when this is considered to promote independent travel. Opportunities currently available within the borough of Camden include:

- a. An accredited travel training programme which enables pupils to develop the skills needed for independent travel.
- b. Trained travel buddies who work as travelling partners for pupils with special educational needs to assist the child to walk or use public transport,

Camden LA is working to expand the access to this range of options in future to support the principles in this policy.

6.4 Service Standards and the efficient use of public resources

In recognising the significant spend on transport across Camden, the policy provides a coordinated travel service for children and young people with special educational needs, that aims to deliver its services to clear and consistent standards of both quality of service and costs effective. Where travel assistance is provided, the LA will seek to use the most economically efficient and effective means available.

6.5 Safeguarding

In providing travel assistance to children and young people, Camden LA will ensure that all decisions are reflective of the (LA's) safeguarding duties (policies).

6.6 Behaviour Agreement

Parents and pupils share responsibility for ensuring that acceptable behaviour is maintained to ensure a safe and stress free journey for all on school transport.

Travel arrangements are provided on the understanding that your child behaves in a reasonable manner during the journey. If your child demonstrates behavioural difficulties which gives persistent cause for concern (i.e. threatens the health and safety of themselves, other children, the Driver or Passenger Assistant) and all attempts to modify the child's behaviour have been resisted, the LA may decide to suspend or withdraw

transport, including passenger assistance provision until a safer way of transport is agreed.

SECTION 7. PROVISION OF TRAVEL ASSISTANCE FOR YOUNG PEOPLE AGED 16-19 (or to 25th birthday for learners with exceptional learning difficulties and/or disabilities)

The transport arrangements for young people and adults aged 16 and over are subject to review.

7.1 Learners without additional needs

The object of this provision is to offer assistance to those students in full-time education whose ability to attend or to complete a course may be affected by availability of transport or the ability to pay for the transport provision that is available.

Camden Council expects most full-time learners aged 16 to 18, who need transport to get to and from their place study, to use the free and concessionary public transport services available. Young people in full-time further education under the age of 18 who live permanently in Camden can travel free by London buses and trams. In addition, there are concessionary fares and reductions available on London tube trains, the Docklands Light Railway (DLR) and some national rail services.

Eligibility for assistance will depend upon but not be limited to:

- a) Residency;
- b) Age;
- c) Distance travelled;
- d) Establishment and the course being attended;
- e) The availability of alternative resources;
- f) Family income;
- g) Students with disabilities or special educational needs (see section 4);
- h) Attendance at a 6th Form based on the student's religion or belief;
- i) Preference of school or college by virtue of the learner's and/or parents' religion or belief.

The weight to be given to each or any of the factors listed above will be a matter for Camden LA (at) their discretion, according to the circumstances of each individual case. Applicants will be considered for assistance based on the Post 16 Transport Policy.

7.2 What is full time education post-16?

Full-time education is defined as 540 hours of guided learning in a year, on further education courses, in school sixth forms (including Academies), sixth form colleges and further education colleges, independent learning providers funded directly by the local authority, local authority funded providers delivering accredited programmes of learning.

7.3 Travel options for young adults aged 16 - 18

Camden expects most full-time learners under the age of 19, who need transport, to get to and from their place of study using the free and concessionary public transport services

available. There are concessionary fares and reductions available on London tube trains, the Docklands Light Railway (DLR) and some national rail services.

Learners who are unable to travel by bus or tram, and who are experiencing financial hardship, may be eligible to apply for a grant from their college or place of learning.

Places of learning will have their own criteria and learners should discuss applications directly with their school, college or other organisation.

Learners whose journeys from home to their place of learning are consistently longer than 75 minutes using free and concessionary transport may be eligible for travel assistance to use the underground rail system (tubes) if this significantly reduces the journey time. Eligibility will take in to account whether or not the course of study being undertaken is offered in a provision closer to the student's home.

Qualifying learners will continue to receive transport support to the end of the academic year in which they reach 19 years of age.

7.4 Travel options for young adults aged 16 to 24 with disabilities or exceptional learning difficulties

There are discounted fares available to full-time students aged 18 and above who travel by buses, trams, tube trains and the DLR. In order to get the discount students must hold a valid Student Oyster photocard. These are available to students aged 18 plus in full-time at schools, colleges and universities that have joined the Transport for London (TfL) student scheme. Application forms are available from the establishments that are in the scheme. Information is available from the TfL helpline 0845 330 9876 or at the website www.tfl.gov.uk.

When determining eligibility for transport for young adults with exceptional learning difficulties (with statements of special educational needs, including those whose statements have been ceased and who remain in full time education, with transport identified in their statement), consideration will be given to a full range of travel options. These options reflect the core principle of promoting independence and could include where available the provision of a travel pass, independent travel training support, travel buddying, motability, the London Taxi card Scheme and Capital Call, which is a complementary service to Taxi card.

For post-16 learners with an exceptional level of need but without a statement, access to supported travel is determined through a Learning Disability Assessment. For further information for learners with disabilities or exceptional learning difficulties please contact the central Connexions team on 020 7974 7252.

SECTION 8. CHILDREN AND YOUNG PEOPLE WITH TEMPORARY MEDICAL AND/OR MOBILITY DIFFICULTIES

Children and young people, who have temporary mobility problems caused by medical conditions that prevent them from walking, may be eligible for travel support. An assessment will be made to determine the most appropriate method of travel assistance in each case.

Supporting medical evidence from a consultant confirming the nature of the temporary medical condition and an estimate of the period for which the provision will be required.

Any assistance provided in accordance with this section is time limited in accordance with the needs of any individual case.

SECTION 9. WHAT EVIDENCE AND INFORMATION SHOULD BE PROVIDED?

Evidence must be submitted in support of any application for travel assistance. The weight to be given to each or any of the factors listed above will be a matter for the council in their discretion, according to the circumstances of each individual case.

All cases will be considered on their individual merits in line with this policy and in accordance with statutory guidance. The following may be considered as part of the assessment when determining eligibility.

- a. The Statement of SEN and Annual Review reports for a child or young person with special educational needs.
- b. Relevant Professional Reports:-
 - information from a social care initial or core assessment/CAF if appropriate
 - evidence from a medical consultant if parent/carer indicates that they are medically unfit to get their child to school
- c. Information about the nature and reasonableness of the route i.e. journey times, changes, safety, nature of the pavements and roads, congestion, other passengers etc.
- d. Where travel training is available, an existing Travel Training Plan (or assessment being undertaken)
- e. Other exceptional circumstances which prevent a parent/carer from taking their child to school.
- f. Any other information submitted during the application.

SECTION 10. APPLICATIONS AND DECISIONS

How to apply for assistance with home to school travel:

You can download the application form on the Council's website

You can also contact the Council through Contact Camden on 020 7974 4444.

Where Camden Council makes a decision to provide travel assistance, it is usually agreed for a limited period of time and reviewed each year. In exceptional circumstances where the pupil has severe and complex needs, travel may be agreed for longer periods of time.

Applications must be supported with evidence.

SECTION 11. REVIEW / REAPPLICATION

Travel arrangements will be reviewed at least annually or if the child's or parents circumstances change. The child's progress and any other relevant information needs to be recorded on the Annual Review form which may be used to help determine future travel options.

Where a pupil/student changes school/college or moves home or there are other changes in the child's circumstances such as successful travel training, travel assistance will be reviewed accordingly.

SECTION 12. APPEALS

12.1 What if I am unhappy with the Council's decision not to provide free travel for my child?

The relevant decision making body, the SEN Panel or School Admissions, will consider additional representations, which may enable them to reconsider their earlier decision.

12.2 The Appeal Process

If you wish to formally appeal against the decision, you should submit a completed Appeal Form which can be obtained from, and should be returned to:

SEN finance & resources officer
Children, Schools and Families
SEN and educational psychology services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9JE

Tel: 020 7974 4532 / 6500

The appeal will be investigated by the Assistant Director for Inclusion who will take into account the following, when considering your appeal:

- all the information presented with your original application;
- any additional information presented with your appeal;
- whether any of the information in the original response to you was inaccurate;
- whether consideration was given to all the circumstances;
- the original decision made prior to your appeal and the reasons for the decision;

You will be notified of the outcome of your appeal in writing normally within 15 working days.

On the basis of parental request a meeting can be arranged to discuss the outcome of the Appeal.

12.3 Where can I obtain further advice?

Camden's Parent Partnership Service may be able to offer you advice in connection with your application:

Parent Partnership Coordinator, Parent Partnership Service, 25 Bertram Street
Highgate Newtown Community Centre, London N19 5DQ. Tel: 020 7974 6264

SECTION 13. LEGAL CONTEXT FOR THIS POLICY

Parents / carers are responsible for ensuring that their children attend school regularly. The Education Act 1996 as amended by later legislation including the Education Act 2002 and the Education and Inspections Act 2006 places a duty on the local authority to provide home to school transport in certain circumstances for eligible children of compulsory school age living in the local authority's area. There is no legal obligation to provide free transport for children who are below or above compulsory school age of 5 to 16.

In addition, Local Authorities also have a duty to facilitate access to full-time education for young people aged 16-19 and this may include assistance with travel in certain circumstances. Other post 16 learners with learning difficulties and disabilities aged 16-25 attending colleges and other places of learning may be eligible for assistance. **There is therefore no mandatory entitlement to travel assistance for children under the age of 5 or for young adults over the age of 19.**

Not every young person will require the provision of transport between their home and school. The High Court, in the decision of *R (M and another) v London Borough of Hounslow* [2013] considered the extent of a local authority's obligations for "home to school travel arrangements" in Section 508B of the Education Act 1996. It concluded that it did not require provision of transport between the child's home and school in every case. Section 508B permitted the Local Authority in an appropriate case to impose on the parents of a child a designated pick-up point (e.g. a bus stop at a reasonable distance from the child's home) other than the child's home, the court stated.

Local Authorities are also to assess and promote the use of sustainable modes of travel to school and must produce sustainable modes of travel strategy and a summary on an annual basis which must be published on the LA's website by 31 August each year.

The duty to promote sustainable travel applies in relation to children of compulsory school age and below and young people of sixth form age (16 – 19) who are travelling to and from schools, further education institutions or Pupil Referral Units at which they receive or are to receive education or training.

Under s508A of the Education Act 1996, Local Authorities must produce annually a strategy on sustainable modes of travel for children and persons of sixth form age travelling to and from their places of education. The strategy is intended to improve the physical well-being of those who use the "sustainable modes of travel" and or the environmental well-being of the area.

Under s508B of the Education Act 1996, Local Authorities must provide such travel arrangements as they consider necessary to get every “eligible child” to his “relevant educational establishment”. Travel arrangements for an eligible child must under s508B be free of charge and may not require participants to incur extra costs. Local Authorities may also choose to provide travel assistance to those who do not qualify as eligible children but these arrangements may include a requirement under s508C for the child or his parent to pay some or all of the costs.

The criterion by which an “eligible child” is defined is set out in Section 3 of this document.

The provision of travel assistance by Camden Council will be based on individual needs and circumstances and with regard to the efficient use of resources.

Safe and Sustainable Travel

The Education Act 1996 places a general duty on the Local Authority to assess the travel needs of all children and persons of sixth form age to promote the use of sustainable modes of travel to school to meet those travel needs. Sustainable modes of travel will be defined as those which improve either the physical well-being of those who use them or the environment.

The LA supports this principle and aims to promote safety and sustainability where it provides assistance with travel for pupils and young people with special educational needs.



**LONDON BOROUGHS OF CAMDEN AND ISLINGTON
CONTRACT FOR THE SUPPLY OF PROVISION OF PRIVATE HIRE, TAXI AND
ATTENDANT SERVICES
PERIOD: 31 OCTOBER 2011 – 30 OCTOBER 2014 / 15**

SECTION 2

SPECIFICATION

1 INTRODUCTION

- 1.1 The London Borough of Camden covers an area of 22 square kilometres (2,180 hectares) of inner London, north of the West end and City of London. The borough stretches from Hampstead Heath (one of the largest open spaces in the capital) through Camden Town, Euston and Kings Cross to Central London. Parts of Central London such as Holborn, St Giles and Covent Garden are amongst the capital's most built-up areas. It has a population of around 210,000.
- 1.2 The London Borough of Islington covers an area of 14 square kilometres (1,486 hectares) it borders with the City of London, and the London Boroughs of Camden, Haringey and Hackney. The borough incorporates within its borders the areas of Archway, Holloway, The Angel Islington, Clerkenwell and Farringdon. Islington is the third smallest local authority in London, behind the City of London and the Royal Borough of Kensington and Chelsea. The estimated population of the borough is 198,000 (2010) it has the second highest population density in London.
- 1.3 Camden and Islington have a statutory duty to transport children with special education needs (SEN) and adults with disabilities to various locations in and outside the borough in pursuit of activities that include attendance at schools / colleges, day and training centres and other ad hoc requirements. In order to meet this duty, both boroughs employ either:
 - a) Direct provision using its in-house fleet of vehicles and Staff; or,
 - b) Commissioning private hire and taxi service providers to deliver services to Service Users.
- 1.4 Contracted transport provision of b) complements each authority's in-house service and is deployed where it is more economically efficient to place work with the private sector. This often includes attendants that travel with clients in order that their needs are fully met and levels of safety and security are maintained during the journey.
- 1.5 The range of journeys for users undertaken by Contracted service providers will vary from:
 - a) Daily journeys, Monday to Friday, e.g. to/from day/resource centres and schools, throughout the year/school term;
 - b) As above but with less frequency per week (i.e. For 1 to 4 days per week);
 - c) Regular but infrequent journeys, e.g. taking a child to/from a residential special school at the beginning/end of term;
 - d) Ad-hoc journeys for regular Service Users;
 - e) One-off journeys, e.g. for attendance at hospital; and,
 - f) Occasions of emergencies.
- 1.6 The vast majority of journeys take place between 07.00 – 18.00 Monday to Friday and 07.00 – 16.00 on Saturdays, although provision is required at other times and on Sundays / bank holidays. Around 95% of journeys are pre-booked where the relevant Council aims to give at least 24 hours notice for one-off requirements, however on occasions bookings with as little as 10 minutes notice will be required to be undertaken.

- 1.7 To support the Service Users the majority of journeys (currently around 78%) will require the provision of an attendant.
- 1.8 Camden will be entering into a collaborative procurement with the London Borough of Islington. In seeking to enter into a collaborative Contract arrangement with another procuring authority, the bodies involved are aiming to drive down prices through economies of scale and minimising journey requirements by the sharing of transport to common destinations. It should be noted that the framework agreement will also be available for use by London Borough of Haringey to call off its requirements as and when required as indicated in the OJEU notice.
- 1.9 Camden is the lead borough during this tendering exercise and the subsequent letting of the framework.
- 1.10 The framework agreement is due to be awarded for an initial three-four months, with an option to extend the framework for a further 12-month period at the sole discretion of the council. The expected commencement date is 31 October 2011.

2 SCOPE

- 2.1 This tender focuses specifically on the provision of transport services to Service Users with SEN and adults with disabilities to various locations, in and outside of Camden and Islington, in pursuit of activities that include attendance at schools / colleges, day and training centres, other ad hoc requirements or removal to places of safety.
- 2.2 This tender does not include the provision of transport services to officers of the Council.

3 PRINCIPLES OF THE SERVICE

- 3.1 The service shall be provided:
- As detailed in this Specification and in accordance with the Terms & Conditions of Contract;
 - In accordance with all relevant acts and regulations: and,
 - In keeping with the needs of Service Users.
- 3.2 Service Users are individuals and have the right to dignity, privacy and independence. Service Users must at all times be treated with courtesy and respect and in a way that promotes dignity and self-respect.
- 3.3 All those involved in providing the Service should acknowledge and respect other people's gender, sexual orientation, age, ability and potential, race, religion, culture and lifestyle.**
- 3.4 The ethos of the Contractual relationship shall be one of co-operative working designed to achieve a planned and affordable programme of services that are sufficiently flexible to deliver optimal running costs whilst coping with any changes in service requirements.
- 3.5 The Contracted Service Provider shall provide a responsive, innovative and flexibly managed service that continually reassesses the operational needs of the Council and matches services to those needs, taking advantage of opportunities to reduce the cost of providing those services, which should be passed on to the Council, through negotiation. In addition, the Service Provider must demonstrate an approach in providing continuous improvement.
- 3.6 Routes may be varied depending on the Service Users' requirements. Contracted Service Providers will be informed as soon as possible of these variations, permanent variation will be negotiated to allow for an increase or decrease in route costs based in the change of distance in line with the existing route rate/cost (cost per mile basis).

4. PRINCIPLE REQUIREMENTS TO ACHIEVE A QUALITY SERVICE

- 4.1 In order to protect and promote the interests and welfare of the Service Users, Contracted Service Providers shall maintain high standards of professional behaviour and job performance in providing the service.
- 4.2 In furtherance of 4.1 above you shall ensure that:
- 4.2.1 Contracted Service Providers involved in the service understand the nature and purpose it provides, in particular the needs of vulnerable people;
 - 4.2.2 Contracted Service Providers are providing the service in a manner consistent with the Council's **Safeguarding In Recruitment and Employment** Policy as given in the Terms and Conditions of Contract, this Specification and as communicated by the Authorised Representative;
 - 4.2.3 Contracted Service Providers operate working practices that comply with The Private Hire Vehicles (London) Act 1998 (as amended by the Greater London Authority Act 1999), relevant employment legislation, health and safety at work legislation, all of which is designed to regulate your conduct.
 - 4.2.4 Employees of the Contracted Service Providers are competent and qualified to carry out the tasks required in the Specification and specific instructions in work bookings. These employees shall be of a quality and character appropriate for dealings with vulnerable people, are criminal records bureau checked to an enhanced level and are competent, both as regards standards of work and the manner in which it is performed and as per as specified in clause 2.5 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.5 Staff of the Contracted Service Providers are provided with appropriate skills, equipment and materials in order to carry out the specified tasks at all times.
 - 4.2.6 Contracted Service Providers have appropriate quality systems, agreed with the Council, for the monitoring of performance against this Specification and clause 2.7 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.7 All vehicles are of appropriate quality to meet legislative requirements and the Council's environmental standards against this Specification and clause 2.2.3 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.8 Contracted Service Providers allow the monitoring of the operations of the Service by the Council or other agencies authorised by the Council or by legislation against this Specification and clause 5.8 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.9 Contracted Service Providers have in place an effective monitoring system that enables proper judgements of performance to be made and capable of identifying where remedial improvements are required against this Specification and clause 6.7 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.10 An effective complaints procedure is maintained and made aware to the Service Users. The procedure should include the recording of the complaint, action taken, response to the complainant and the steps taken to avoid any further occurrence against this Specification and clause 10.2 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.11 Performance monitoring and complaints procedures and relevant operational procedures are used to identify opportunities for continual improvement in both quality and cost of the service over the lifetime of the Contract against this Specification and clause 2.1 of Schedule 5 Call-off Terms and Conditions.
 - 4.2.12 Contracted Service Providers have a fair and consistent policy and procedure for dealing with internal disciplinary matters. The procedure should include how investigations are undertaken, the recording of all aspects of the procedure, outcome measures and an appeal process.

5. THE SERVICE

5.1 The Contracted Service Providers shall provide transport for:

- (a) Children in need and/or looked after, including those with disability and/or special educational needs, who journey between their home and other establishments (mainly schools); and between establishments (e.g. Schools and hospital/clinics),
- (b) Elderly people and adults with disabilities for visits to day centres, clinics and other establishments.

5.1.1 The majority of journeys will be located in the boroughs; however several will require transport to/from locations throughout Greater London and further afield.

5.1.2 The Contracted Service Providers must be able to provide the Service as specified for all the Service Users many of whom have special needs and are vulnerable, including people with:

- (a) Moderate and severe learning difficulties;
- (b) Physical disability (including wheelchair users);
- (c) Mental disability;
- (d) Behavioural and emotional difficulties;
- (e) Sensory impairment (hearing, speech and sight);
- (f) Frailty.

5.1.3 Normally the service will need to be provided as required between the hours of:

Monday to Friday: 07.00 - 18.00
Saturday: 07.00 – 16.00

5.1.4 On occasions the service will also be required outside of these hours including Sundays and public holidays at the request of the Authorised Officer.

5.1.5 The service for each of the Service Users will be carried out in accordance with the transport details contained within the booking and reflecting the Service User's needs and requirements.

6 THE SERVICE DELIVERY FRAMEWORK

6.1 Against clause 2.5 of Schedule 5 Call-off Terms and Conditions, it is anticipated:

6.2 BOOKING OF TRANSPORT

6.2.1 The duration, times and type of transport service, including attendant support, will be individually assessed and specified by the Authorised Officer in the booking form.

6.2.2 The Authorised Officer will designate a service booking for the Service User as being either 'non-urgent' or 'urgent'. The Authorised Officer retains the right to alter the designation from time to time.

6.2.3 In the case of a 'non-urgent' booking the Authority's Officer will give the Contracted Service Provider verbal notice over the phone followed by an email or other electronic communication as written notice of the need to provide the Service to any new service user in accordance with the booking. The Contract Manager shall respond to the Authority's Officer in writing within 4 hours during the hours of 9am to 5pm, Monday to Friday to agree a start date, cost and other

detail for the service, at which point a copy of the booking and order shall be forwarded to you. Thereafter the provision of the Service for the new referral shall begin on the agreed time / date.

- 6.2.4 In the case of an 'urgent' referral (i.e. a referral for a user requiring immediate transportation) the Contract Manager shall confirm to the Authorised Officer within 10 minutes as to whether or not the Contracted Service Provider is able to undertake the booking immediately in accordance with the request.

6.3 TRANSPORTATION - INCLUDING COLLECTION AND SETTING DOWN

- 6.3.1 Each Service User is to receive the Service according to the terms of the booking.
- 6.3.2 Every Service User must wear an appropriate seat belt unless the Service User or any approved passenger is exempt by legislation (which will be confirmed in the booking).
- 6.3.3 Where children, as defined by The Children Act 1989, are being transported, the Contracted Service Provider must ensure that child locks on the vehicles are engaged and, when necessary, a child / baby or booster seat is properly fitted for use as required as defined in the motor vehicles (wearing of seat belts by children in rear seats) regulations 1989 and construction and use Regulations 1986 and the motor vehicles (wearing of seat belts) (amendment) regulations 2006. Similar safety measures may also apply to vulnerable adults covered under Section 115(4)(a) of the Police Act 1997.
- 6.3.4 The Authorised Officer may specify that an attendant is to be provided to assist the Service User. However, in situations where the Service User is unaccompanied, the driver must, in accordance with the booking assist the Service User.
- 6.3.5 The Service Users must be assisted to enter and exit the vehicle where required. Where there is such a requirement, the employees of the Contracted Service Provider should adhere to the Council's Code of Conduct that will be provided by the Authorised Representative.
- 6.3.6 The Service Users are to be safely driven in a timely manner to the appropriate destination as named in the booking. The transporting of the Service User to the named destination may include assisting or attending to the Service User to a specified room within a building or to a specified person. Where this is the case the instructions will be included in the booking.
- 6.3.7 The Service User is not to be left abandoned or unattended if the booking requires that another person is to meet the Service User at the point of setting down. In the event of that person not being at the specified location to receive the Service User, the Authorised Officer is to be immediately informed for further instruction. If necessary, the Contracted Service Provider will be issued with an address to a nominated place of safety where the Service User is to be taken.
- 6.3.8 Records must be kept of each transport pick up and setting down, its date, time and duration and any relevant report or remarks by the driver or Service User. At the end of each journey the Service User (or, if applicable, whosoever takes over the responsibility for the Service User) and driver shall complete and sign a 'receipt of service note' which will be in a form provided by the Authority's Officer.
- 6.3.9 Communication by means of two-way radio or other medium that ensures direct contact between the driver, Contract Manager and the Authorised Officer must be maintained during the execution of all bookings.

7 WAITING TIME

- 7.1 The first 10 minutes of any waiting time is to be absorbed by the Contracted Service Provider howsoever caused.
- 7.2 Where the Service User causes a delay of more than 10 minutes and this results in a late arrival at the destination then a waiting time charge will be applicable as set out in your tender submission.
- 7.3 Any claims for waiting time must be detailed in the monthly statistical return required in accordance with clause 19 of the Specification.
- 7.4 The Authorised Officer may require additional evidence of any waiting time claim in writing prior to approving payment. If such evidence is not produced or deemed unsubstantiated by the Authorised Representative then the Authorised Officer maintains the right to deny payment.
- 7.5 After a period of 10 minutes waiting time has been incurred, the Authorised Officer is to be informed of the detail of the situation. The Authorised Officer (or the person acting in their absence) will then issue further instructions accordingly.

8 INVOICING AND PAYMENTS

- 8.1 Within 5 days of the end of each month, or as otherwise determined by the Authorised Officer, a correct invoice and a statement for payment, containing information as required and in an agreed format, must be submitted to the Authorised Representative.
- 8.2 Within 5 days of receipt of the invoice the Authorised Representative shall certify the contents of the statement for payment, and, if necessary, meet with the Contract Manager to discuss and resolve any disputed element(s) of the statement for payment.
- 8.3 Where disputed elements of any statement cannot be resolved here they will be referred to the Authorised Officer for consideration.
- 8.4 If after consideration by the Authorised Officer any element of the statement remains in dispute:
- a) A revised invoice shall be provided net of any disputed elements;
 - b) The dispute resolution clause of the Terms & Conditions of Contract shall be applied; and,
 - c) A separate invoice for any disputed elements determined by Contract Manager in the Contracted Service Providers favour will be submitted.
- 8.5 Within 30 days of receipt of the invoice the Council shall pay to the Contracted Service Provider the amount certified.
- 8.6 The statement for payment must contain the following information:
- Period to which the invoice relates;
 - The total amount due;
 - Sub-totals including the number of and cost of journeys in the period to which the invoice relates and attendant charges itemised according to the cost centres quoted on the booking form;
 - Any tax including vat if applicable;
 - Any other information the Authorised Officer may require to certify the payment due, including claims for waiting time and charges for cancellations, itemised by the cost centre and reference number quoted on the booking form to allow reconciliation.
- 8.7 No payment of the quoted price or any part of shall be due or payable to you in relation to waiting time or other circumstances outlined in the Specification where you have not

previously informed the Authorised Officer of the circumstances in accordance with 7.5 of the Specification.

- 8.8 The Authorised Officer must ratify all cancellations, including those notified directly to the Service Provider by the Service User.
- 8.9 On occasions where less than 4 hours notice of a journey cancellation is given, 10% of the expected journey cost or £10.00, whichever is the greater, can be charged.
- 8.10 For the avoidance of doubt:
- a) Mileage for all journeys will be that determined by the Authorised Officer in the booking and will be charged to the nearest 1/10th of a mile;
 - b) Waiting time beyond the first ten minutes should be charged in rounded up units of 5 minutes.
 - c) Travel arrangements and time for attendants to be at the designated pick up point are to be met by the Contracted Service Provider. Part hour costs should be charged in rounded up units of 15 minutes.
- 8.11 The Council shall reserve the right to implement e-invoicing and shall provide reasonable notice of this change.

9 GENERAL OPERATIONAL RESPONSIBILITIES OF THE COUNCIL

- 9.1 In placing a booking the Authorised Officer will notify you of:
- The details of the Service User.
 - The journey or journeys to be undertaken.
 - The assistance and/or adaptations required by the Service User.
 - Access and contact arrangements.
 - Duration of visit required.
 - Other relevant details that may include details of risk including medical conditions, following an assessment of need.
- 9.2 To give 4 hours notice of any variation to the Service, except in an emergency.**
- 9.3 To be available during the hours of service (with provisions to be notified to the Contracted Service Provider outside these times) for contact by the Contracted Service Provider regarding operational difficulties or concerns about the Service Users.
- 9.4 Monitor work progress and performance
- Provide:
- i) Addresses for designated places of safety where the Service Users should be taken if the pre-arranged drop-off location is deemed unsuitable for whatever reason;
 - ii) Instruction and advise in the event of service delivery problems or concerns relating to the Service Users.
 - iii) Validate, authorise and pay the invoices.
 - iv) Monitor and investigate complaints
 - v) Undertake annual audits of the recruitment process and the on-going monitoring of staff working on the Contract and other areas of the contracted service provision as deemed necessary.
 - vi) Physically monitor the service provision at the point of delivery.

10 GENERAL RESPONSIBILITIES OF THE SERVICE PROVIDER

- 10.1 Against clause 2.4 of Schedule 5 Call-off Terms and Conditions To nominate a Contract Manager, to manage with due authority all aspects of the Contract.
- 10.2 Provide the Authorised Officer with detail of the Contract Manager prior to commencement of the Contract and advise two weeks in advance of any changes to be made.
- 10.3 To supply the Authority's Officer with contact details, including telephone and e-mail addresses, etc. of the Contracted Service Provider's organisation and ensure availability during service hours and for emergency circumstances outside of normal service hours.
- 10.4 The Contract Manager shall:
 - 10.4.1 Ensure all the Contracted Service Provider's employees wear appropriate attire, personal protective equipment and are presentably dressed (to the satisfaction of the Authority's Officer) and, at all times, wear personal identification, including a photograph and relevant information in large print in a form agreed by Authority's Officer prior to the Contract commencement date.
 - 10.4.2 Ensure that a system, acceptable to the Council, of recording, investigating and resolving complaints is put in place and maintained throughout the duration of the Contract.
 - 10.4.3 Establish a system of supervision, appraisal and feedback for the Contracted Service Provider's employees and drivers, to ensure that specified standards are met.
 - 10.4.4 Develop and maintain appropriate record keeping systems to ensure the requirements of the specification are met.
 - 10.4.5 Have a nominated deputy, or deputies, who, in the absence of the Contract Manager has the necessary level of seniority to make all necessary decisions concerning the operation of the Service.
 - 10.4.6 Provide details to the Authority's Officer of the person at the Contracted Service Provider's responsible for the co-ordination of health and safety matters for the Contract. This will include their qualifications, skills, experience in this area and the proportion of their time that assigned to this duty.
 - 10.4.7 Provide details to the Authority's Officer of the person at the Contracted Service Provider's responsible for safeguarding matters for the Contract. This will include their qualifications, skills, experience in this area and the proportion of their time that assigned to this duty.
 - 10.4.8 Ensure that they are accessible to be contacted by telephone, fax or e-mail by the Authority's Officer during the hours of the Contract and to have a robust arrangement for out of hours contact.
 - 10.4.9 Ensure that all of the services are carried out in accordance with the Private Hire Vehicles (London) Act 1998 (as amended) or Taxi laws and acts in place for the duration of the Contract, health & safety legislation and obligations required to be met by the conditions of the contract.
 - 10.4.10 Aim to achieve consistency in the assignment of drivers and/or attendants to the Service Users for regular repeat transport bookings.
 - 10.4.11 Ensure that the Contracted Service Provider's safeguarding in recruitment and employment policy and procedure for appointing the Staff in the provision of the Service is at least equal to or exceeds the requirements specified in the Council's Safeguarding in Recruitment and Employment Policy as outlined in clause 2.5.21 of Schedule 5 Call-off Terms and Conditions.
 - 10.4.12 Ensure that the Contracted Service Provider's drivers and attendants are competent and capable of performing their tasks to the standard required by the Council. the Contracted Service Provider's shall obtain for every employed driver or attendant references covering the period of 5 years prior

- to commencement of work by such driver and/or attendant on the Contract, satisfactory medical clearance and an enhanced criminal records bureau disclosure against 2.5.6 of Schedule 5 Call-off Terms and Conditions.
- 10.4.13 Staff of the Contracted Service Provider shall have guidance notes on good practice, which identify the expected standards as an aid to effective working practices against 2.5.9, 2.5.9.1; 2.5.9.2, 2.5.9.3; and, 2.5.9.4 of Schedule 5 Call-off Terms and Conditions.
- 10.4.14 Maintain up to date written details for each individual driver and attendant employed, having due regard to that person's experience, relevant work history and general suitability in the context of the tasks they will be expected to carry out against clause 2.5.14 of Schedule 5 Call-off Terms and Conditions. This shall be available to the Authorised Officer for inspection.
- 10.4.15 Make sure the drivers and attendants of the Contracted Service Provider are competent in using any equipment provided in vehicles for the Service Users with special needs against clause 2.2 of Schedule 5 Call-off Terms and Conditions.
- 10.4.16 Ensure the drivers and attendants of the Contracted Service Provider are aware of, understand, and implement all written health and safety procedures covering control of infection, manual handling and personal safety. Evidence that Staff of the Contracted Service Provider are familiar with such procedures must be maintained against clause 4.6 of Schedule 5 Call-off Terms and Conditions.
- 10.4.17 Against clauses 4.6 and 4.7 of Schedule 5 Call-off Terms and Conditions to provide all drivers and attendants deployed on this Contract with training in the following areas, prior to the commencement date and, for new Staff employed after the start of Contract, within one month of starting:
- Disability awareness
 - Health & safety
 - Passenger Assistant Training Scheme (PATS) or equivalent
 - Relevant manual handling
 - Customer care
- 10.4.18 Where an attendant is required as part of the Service for them to be in place prior to collection of the Service User. The Council will not accept additional charges for any journeys to collect attendants from other locations than specified in the booking. When taking the Service Users home you will not be required to convey the attendant to any location other than the home address of the last Service User to be returned home unless specified otherwise by the Authorised Officer. Any other arrangements involving the conveyance of attendants will be at the Contracted Service Provider's discretion and entirely at the Contracted Service Provider's expense.
- 10.4.19 To have a thorough mechanism for the investigation for alleged complaints, for example where attendants have been found to have missed a pick up, unsatisfactory working practices, being late, driving with undue care and attention or where conduct is otherwise in doubt. The Contracted Service Provider shall also have an agreed plan by which the driver/attendant's conduct is checked by the Authorised Officer and scrutinised by spot-checking.
- 10.4.20 Against clause 10.2 of Schedule 5 Call-off Terms and Conditions to ensure in the event of any allegation of misconduct or inappropriate behaviour the

Authorised Officer is informed immediately by the Contract Manager of such allegations. The Authorised Officer shall advise on the action to be taken. Misconduct and inappropriate behaviour includes, inter alia:

- Fraud or theft.
- Physical, sexual, verbal or mental abuse, including threatening behaviour, physical restraint, deprivation of care.
- Harassment/inappropriate behaviour around gender, race, religion, belief systems, sexual orientation or physical ability.
- Driving whilst under the influence of alcohol or drugs.
- Any kind of exploitation, whether in relation to the Service User's dependence, disability, age or sensory impairment.
- Neglect of the Service Users requirements.

- 10.4.21 Contracted Service Providers have a fair and consistent policy and procedure for dealing with internal disciplinary matters. The procedure should include how investigations are undertaken, the recording of all aspects of the procedure, outcome measures and an appeal process.
- 10.4.22 The Contracted Service Providers shall at all times comply with the requirements of the Environmental Protection Act 1990 and the Environment Act 1995 and with any other provisions of any other acts, regulations, orders and rules pertaining to environmental protection applying to works being carried out by the Contracted Service Providers.
- 10.4.23 The Contracted Service Providers shall aim to minimise its impact on the environment through adoption of national and regional best practice guidance where applicable, or where directed by the Authorised Officer.

11 GENERAL CONDUCT OF STAFF

- 11.1 The Service Users must at all times be treated with courtesy and respect and in a way that promotes dignity and self-respect.
- 11.2 Staff must be qualified and equipped to deliver the service in a courteous, non-discriminatory and professional manner.
- 11.3 Drivers and attendants must immediately report to you any concerns about the Service Users in relation to their behaviour or physical condition that may affect their ability to safely transport the Service User. This in turn should be immediately relayed to the Authorised Officer.
- 11.4 All Staff of the Contracted Service Provider shall keep personal information disclosed to them about the Service User as confidential. A written policy that addresses such issues is to be in place and maintained by the Contracted Service Provider. Any information of this nature should only be disclosed with the consent of the person concerned (except where the person is at risk).
- 11.5 Except for items of nominal financial value, Staff of the Contracted Service Provider must not accept gifts or financial inducements, seek to be made bequests or to be the beneficiary of a will or obtain any other financial benefits from the Service User. A written policy that reflects these matters must be in place and maintained.
- 11.6 Staff of the Contracted Service Provider must never discuss their own financial circumstances or those of their family or friends with the Service Users.
- 11.7 Due care must be taken by all Staff of the Contracted Service Provider with the Service User's property, possessions and money.

11.8 Staff of the Contracted Service Provider must not become involved in any personal transactions with any Service User, including the sale or purchase of goods and borrowing or lending of money or goods.

11.9 All drivers and attendants must observe the Council's no smoking policy at all times and therefore refrain from smoking in the vehicle or while providing attendance to the Service User.

12 DRIVER & ATTENDANT DUTIES & RESPONSIBILITIES

12.1 Drivers must ensure that child locks are used at all times when transporting children or vulnerable adults who might inappropriately open doors or attempt to alight the vehicle. In the case of adults to whom this requirement is to apply notification will be given in the booking by the Authorised Officer.

12.2 All drivers and attendants must wear personal identification badges at all time while engaged in the service.

12.3 The driver has the responsibility to ensure that every passenger wears a seat belt unless the passenger is exempt from the requirement to wear a seat belt on medical grounds, as defined in the motor vehicles (wearing of seat belts by children in rear seats) regulations 1989 and construction and use Regulations 1986 and the motor vehicles (wearing of seat belts) (amendment) regulations 2006, subject to any subsequent amendments.

12.4 The Authority may specify that an attendant is to be provided or, in some circumstances, nominate a carer to assist the Service Users according to their needs. However, where the Service Users are unaccompanied, drivers shall be required to assist the Service Users from the collection point to the precise setting down location as defined in the booking form.

12.5 Drivers and attendants must ensure that no other person(s) or animal not authorised by the Authorised Officer travels in the vehicle with the Service User.

12.6 Drivers must ensure the Service Users are safely driven to the correct destination in a timely manner.

12.7 All drivers and attendants must assist the Service Users with access and egress to and from the vehicle, where required, with due consideration to users independence and dignity.

12.8 The delivery and transportation of the Service User at the named destination may include assistance to a specified room within a building or to a specified person. (The instructions will be included in the booking order.) If indicated on the booking form, on no account must the Service User be left unattended or unsupervised when returning them to their home or conveying them to another location.

13 QUALITY OF VEHICLES

13.1 It shall be the responsibility of the Contracted Service Provider to provide and at all times maintain in a fit and serviceable condition all vehicles used in the provision of the Service. These vehicles must meet all legislative requirements and be appropriately insured to meet the requirements of the Contract.

- 13.2 Unless alternatively fuelled, all vehicles used at the commencement of the contract must be first registered on or after 1 October 2006. The Contracted Service Provider shall be responsible for ensuring that when new vehicles are introduced into their fleet, including replacing a vehicle initially provided, that these vehicles comply with the European Emission Standards applicable for the year in which the new vehicle(s) is introduced in keeping with Table 1: European Emission Standards and Compliance Dates , Appendix 1 .
- 13.3 The Contracted Service Provider shall ensure all vehicles are properly maintained and that an effective maintenance programme is in place. In addition, vehicles shall not be left idling when not in use as a means of controlling engine fumes.
- 13.4 All vehicles provided must be fitted with retractable lap and diagonal seat belts on all rear passenger seats and child locks must be fitted to rear passenger doors.
- 13.4 All vehicles must be considered non-smoking areas for the purpose of the Contract.
- 13.6 If so required by the Authorised Officer, the Contracted Service Provider shall allow any vehicle to be submitted for a spot check at any reasonable time and without prior notice, to ensure that legal requirements in force at the time are complied with. The Authorised Representative or his agent, either on site or at the place nominated by the Authorised Officer, may carry out a spot check. This may be for the duration of up to one hour, without charge. Where the spot check exceeds the duration of one hour, waiting time charges will apply. For the avoidance of doubt, this will not require the vehicle to be removed from its journey unless specific health and safety issues are raised. If in the Authorised Officer's view the vehicle condition is such that the safety of passengers could be in doubt, then the Contracted Service Provider shall provide a replacement vehicle at no cost to the Council.
- 13.7 In the event of the vehicle(s) failing in any respect to satisfy the requirements of the Contract, the Council may without prejudice give the Contracted Service Provider a written notice specifying what needs to be done to meet those requirements. The Contracted Service Provider shall comply with that notice before the vehicle is employed again for use on the Contract.
- 13.8 At all times the Contracted Service Provider shall keep proper written records of all routine services, repairs and maintenance work carried out on the vehicle(s) and all such records shall be produced whenever required for inspection by the Authorised Officer.
- 13.9 The Contracted Service Provider shall provide at their expense suitably equipped vehicles fitted with any specified items such as child seats, safety belt harnesses, etc unless otherwise stated. Vehicles specified as wheelchair accessible must, as a minimum, conform and be operated to the requirements of the CfT code of practice "The safety of wheelchair occupants in road passenger vehicles".

14 INSURANCE

- 14.1 The Contracted Service Provider shall, prior to the commencement date and thereafter upon request, produce for the Authorised Officer a copy of the policies affecting the insurance referred to in the insurance clause of the Terms & Conditions of Contract together with documentary evidence that such insurances are properly maintained.
- 14.2 The minimum levels of insurance that must be maintained for the duration of the Service is:
- For motor vehicles: fully comprehensive for private hire purposes.

- Employee liability: £10m.
- Public liability: £5m.

15 COMPLAINTS

- 15.1 The Contracted Service Provider shall maintain a complaints procedure as set out in the Terms & Conditions of Contract. In addition the Service Users have a right to make a Complaint directly to the Authorised Officer or to the Council, independent of the Contracted Service Provider, and this shall be made clear to the Service Users by us. The Authorised Officer and/or the Council have the right to investigate a complaint, however received, at any stage.
- 15.2 The Contracted Service Provider shall maintain a written record of all complaints and their outcome in a format set out in the Terms & Conditions of Contract. These should be available upon request for examination by the Authorised Officer.
- 15.3 The Authorised Officer shall be made aware of complaints within 1 working day except for any complaint listed in 10.4.18 of the Specification which the Authorised Officer shall be made aware of immediately, and the Authorised Officer will decide on the appropriate action to be taken and against clause 11.2 of Schedule 5 Call-off Terms and Conditions.

16 EMERGENCY, ACCIDENT & VEHICLE BREAKDOWN PROCEDURES

- 16.1 Documented procedures are to be provided and made known to all Staff to cover emergency, accident and vehicle breakdown situations.
- 16.2 Where the Service User is in need of medical attention, or is otherwise at risk, the driver must ensure that the relevant emergency service is summoned immediately. Where emergency services are summoned the Authorised Officer is to be informed immediately, post calling the service.
- 16.3 The Authorised Officer must be notified immediately of any accident involving a vehicle in which the Service User is being transported and be provided with a written report within 24 hours of the incident.
- 16.4 In the event of a vehicle breakdown occurring whilst the Service User is being transported, that you will immediately inform the Authorised Representative and make every effort to ensure the fault or cause of the breakdown is rectified immediately or an alternative vehicle is made available, at your expense, to continue the journey without a delay of more than 15 minutes, or such a time as agreed by the Authorities Officer.
- 16.5 Should the Authorised Officer subsequently deem any alternative arrangement the Contracted Service Provider make unsatisfactory, then the Authorised Officer retains the right to cancel the booking or withhold payment relating to that booking.
- 16.6 If the Authorised Officer is not satisfied with the alternative arrangements for transportation of the Service User, the Authorised Representative may employ alternative resources, the cost of which, including any administration costs, will be the responsibility of the Contracted Service Provider.
- 16.7 The Authorised Officer is to be notified immediately of any delay to the Service User's delivery resulting from emergency, congestion, accident or adverse weather conditions.

17 TERMINATION OR SUSPENSION OF AN ELEMENT OF THE SERVICE

- 17.1 The Service User may at times seek to inform the Contracted Service Provider or the driver of a variation, termination or suspension of all or an individual element of the service without the knowledge of the Authorised Officer. In such instances, except where the booking order allows for this, under no circumstances must the

Contracted Service Provider vary, terminate or suspend services to the Service User without first consulting the Authorised Officer for advice on how to proceed.

18 QUALITY ASSURANCE, CONTRACT COMPLIANCE AND MONITORING ARRANGEMENTS

18.1 PERFORMANCE MONITORING & PROVISION OF STATISTICS ON A MONTHLY BASIS

18.1.1 The responsibility for ensuring that the requirements of the Contract are followed rests with the Contracted Service Provider. It is the responsibility of the Contracted Service Provider to notify the Authorised Officer promptly, in writing, of any failure to apply the Terms & Conditions contained within the Contract, together with the action being taken to rectify this situation.

18.1.2 Statistics are to be provided to the Authorised Officer at the end of each calendar month on all transport services provided within that month, in a format agreed by the Authorised Officer. The information shall include the following, however, this is not an exhaustive list:

- Summarised details of all journeys undertaken.
- A written record of start/end of each journey plus the name of the passenger attendant, the driver's name, the driver's driving license type, training details and certificates held for crew, route, date and other necessary travel information as required.
- Details of recorded complaints and resulting action.
- Volume and frequency of aborted journeys and notification periods involved.
- Occasions of incident risk to identify ongoing needs of Service Users;
- Summarised details of delays resulting from that set out at 12.7 above.

18.2 PERFORMANCE MONITORING & QUARTERLY MEETINGS

18.2.1 Performance monitoring will be undertaken at agreed intervals to assess the Contracted Service Provider's performance against the agreed set of key performance indicators and quality measures as at the table indicated in 19.1. The Authorities Officer will also randomly undertake physical monitoring of the service provision at the point of delivery and/or monitor any other aspect of the service without prior notification.

18.2.2 It is anticipated that the quarterly meetings will take place during the months in each calendar year as shown:

Quarter One – March
Quarter Two – June
Annual Audit – July / August
Quarter Three – September
Quarter Four - December

18.2.3 These meetings will consider the following and any other relevant issues:

- (1) Invoicing and payments;
- (2) Volume of service;
- (3) Operational liaison and information flow;
- (4) Quality systems information, including data regarding user satisfaction and complaints;
- (5) Staff turnover and Staffing arrangements;
- (6) Performance of KPIs and review of any Service Credits;
- (7) Service Provider's ability to accommodate any changes to Council requirements;
- (8) Service Providers adherence to continuous improvement;

(9) Any other Contractual issues arising from operation of services.

18.2.4 The Authorised Officer shall be entitled to make recommendations to the Contracted Service Provider for improving the standard of the Contracted Service Provider's performance in undertaking the Service.

18.2.5 The Authorised Officer shall keep minutes of all quarterly meetings held.

18.2.5 Operational meetings will take place as and when necessary between the Authorised Officer and the Contracted Service Provider's Contract Manager. These meetings will consider the following:

- I. Full and appropriate information exchange about Service User's needs and handover responsibilities;
- II. Service User feedback,
- III. Any other related issues.

18.2.6 The Authorised Officer shall keep minutes of all operational meetings held.

18.2.7 In addition, the Contracted Service Provider will be required to attend Service User liaison group sessions or other service orientated meetings when requested by Authorised Officer.

18.3 ANNUAL AUDIT

18.3.1 An annual audit of the Contract will take place each calendar year as during the period as indicated in 18.2.2.

18.3.2 The annual audit will consist of:

18.3.2.1 A site visit by the Council's Authorised Representative to the Contracted Service Provider's premises. Information gathered from the audit and quarterly monitoring will be used to assess if the KPI targets have been achieved. The results of the annual satisfaction survey will also be incorporated into the overall assessment of the Contracted Service Provider's quality of service provided.

18.3.2.2 Submission of:

- Schedule of insurance policies
- Annual audited accounts
- Updated policies

18.3.2.3 The Contracted Service Provider will permit access to all confidential records during the annual audit. The Council's Authorised Representative will examine, at a minimum, Staff personnel files.

18.3.3 The audit debrief will form part of the monitoring meeting for the quarter subsequent to the audit.

18.3.4 It should be noted that a summary report will be written and provided to commissioners of the Service, within the Council. A further copy, including a development plan with timescales for improvements, will be forwarded onto the Contracted Service Provider.

18.3.5 The Council reserves the right to undertake a further audit, within agreed and specified timescales between both parties, in the instance that areas of concern are highlighted during the initial audit.

- 18.3.6 It should be further noted that failure on the part of the Contracted Service Provider to allow all reasonable access and facilities to the Council to undertake the annual audit, may result in all suspension of allocated work.

19 KEY PERFORMANCE INDICATORS (KPIs)

- 19.1 Set out below are the key performance indicators that will apply at the commencement of the Contract (in addition to any intended by the Contracted Service Provider as set out in the tendered submission). The Authorised Officer retains the right to vary and amend the performance standards over the lifetime of the Contract.

KPI	What will be measured	How / When	Target Levels
Responsiveness of quality of service	Service delivered meets the service requirements as specified by the Authorised Officer	Request for feedback via telephone, email or other electronic means. (On-going)	95% fully meet requirements
	Flexibility in provision of service	Ad hoc requests will be logged and monitored at the quarterly meetings	95% delivery to ad hoc requests
	Satisfaction of service	Annual survey	90% of users and their carers regard the service as satisfactory or better
	User complaints	Number of complaints dealt within timescales set out in Service Providers procedure.	90% of complaints resolved within timescales
		All complaints will be logged and monitored at the quarterly meetings	100% of upheld user complaints acted upon to the satisfaction of the Authorised Officer
	All trips booked are undertaken	Cancellations to be logged and supplied on a monthly basis to Authorised Officer – these will be monitored at the quarterly meetings	100% delivery throughout the duration of the Contract
	Timeliness of service	Delays to be logged and supplied on a monthly basis to Authorised Officer – these will be monitored at the quarterly meetings	90% arrival at the destination within designated timescales; 100% to be no more than 10 minutes late (subject to

KPI	What will be measured	How / When	Target Levels
	<p>Vehicles used on the Contract to fully meet specification requirements</p> <p>Bookings undertaken by drivers and attendants with approved enhanced CRB checks</p>	<p>Inspections on an ad hoc basis by the Quality & Performance Officer</p> <p>Annual auditing of personnel files</p>	<p>unavoidable delays caused by Service Users, road works, weather conditions, etc.)</p> <p>98% delivery throughout the duration of the Contract</p> <p>100% delivery throughout the duration of the Contract</p>
Staff	<p>The number of Staff who are Enhanced CRB including 'Protection of Children' and 'Protection of Vulnerable Adults' checked who deal directly with Service Users and their records</p> <p>Wearing of ID badges, appropriate apparel and PPE at all times whilst on duty</p>	<p>Annual auditing of personnel files</p> <p>Inspections on an ad hoc basis by the Quality & Performance Officer</p>	<p>100% delivery throughout the duration of the Contract</p> <p>100% delivery throughout the duration of the Contract</p>
Invoicing	Accuracy against quoted cost + / - variation	Monthly invoice checks by Authorised Officer	100% of invoices to be received in accordance with the Council's requirement and specified timescales
Environmental Sustainability	Levels of carbon emissions throughout the Contract	Annual submission of carbon reports	10% carbon reduction by Contract completion against 1 st year benchmark (CO ₂ per mile)

20 PERFORMANCE CRITERIA

20.1 In the first year of the Contract, all Contracted Service Providers will be placed in Category A. In the following years, each Contracted Service Provider will be placed in one of three categories, reflecting their operational performance against the headings in

the table below. This is to enable Contracted Service Providers the opportunity to improve performance instead of automatic suspension from the framework.

20.2 Performance will be evaluated on a rolling 12 month basis.

Status	KPIs & Presentation of Performance Data	Adverse Incidents & Misconduct	Rectification & Default Notices (on rolling 12 months)	Recovery of Category status
Category A Service Provider able to undertake all journeys, including high complexity routes	Achieves scores at or above the KPI thresholds on all criteria. Punctual and reliable quality/operational data provided monthly.	No adverse incidents or misconduct incurred.	No more than three rectification or default notices issued.	
Category B Service Provider able to undertake medium and low complexity routes	Achieves scores at or above the KPI thresholds on at least five criteria. As above for data.	No adverse incidents or misconduct incurred.	No more than five rectification or default notices issued.	The company must have an agreed recovery plan with timeframe, successfully implemented to move back to category A.
Category C Service Provider able to undertake low complexity routes	Achieve scores at or above the KPI thresholds on at least four criteria. Performance data late or unreliable over a 3-month period.	An adverse incident or misconduct incurred.	More than five rectification & default notices	The Contracted Service Provider must have an agreed recovery plan, with timeframe, successfully implemented to move back to category A or B.

APPENDIX 1

Table 1: European Emission Standards and Compliance Dates

	(Column 1) Minimum compliance targets for contracts commencing/vehicles utilised in 2010/11	(Column 2) Minimum compliance targets for contracts commencing/vehicles utilised in 2011/12	(Column 3) Minimum compliance targets for contracts commencing/vehicles utilised in 2012/13	(Column 4) Minimum compliance targets for contracts commencing/vehicles utilised in 2013/14	(Column 4) Minimum compliance targets for contracts commencing/vehicles utilised in 2014/15
Light Commercial Vehicles					
Euro 3	10%				
Euro 4	80%	85%	80%	75%	65%
Euro 5	10%	15%	20%	25%	25%
Euro 6					10%
Passenger Cars					
Euro 3	10%				
Euro 4	80%	75%	65%	60%	50%
Euro 5	10%	25%	35%	40%	40%
Euro 6					10%
Motorcycles and scooters					
Euro 3	100%	100%	100%	100%	100%
Heavy Duty Vehicles and Mini Buses					
Euro 4	90%	80%	70%	70%	70%
Euro 5	10%	20%	30%	30%	30%
Euro 6					

Schedule 9

Safeguarding In Recruitment And Employment Procedure

May 2008



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1. Introduction

This procedure provides guidance to staff involved in recruiting and managing workers who are applying for, or appointed to, a safeguarding post. In particular, it provides guidance to:

- appointing managers about their responsibilities in assessing and mitigating risk.
- HR Direct staff, who undertake many of the activities related to recruitment & selection on behalf of managers.

For the purposes of this procedure, a safeguarding post is defined as being a role that involves working with children or other vulnerable group, or having access to sensitive information about members of such groups (e.g. address details).

The procedure should always be read in conjunction with the accompanying policy, 'Safeguarding in Employment'.

2. Aims

The main aims of the procedure are:

- to reduce risk by laying out the clear standards and robust practices needed to protect vulnerable people.
- to prevent unsuitable people from being employed in positions where they can cause harm.

3. Scope

The procedure applies to:

- all **new** workers being recruited into a post at Camden, whether full or part time employees, agency employees, or contractors/consultants so long as they are applying for a safeguarding post.
- all **existing** workers who hold a role that has been designated as a safeguarding post
- all **existing** workers applying for an internal move or promotion into a safeguarding post.

The term 'worker' includes both employees and LB Camden volunteers.

The procedure relating to elected members is separate and may be found at Appendix 6.

Partner organisations are expected to satisfy the Council that they operate policy and procedures equivalent to Camden's own.

4. Procedures to be followed during recruitment & selection

The normal procedures for recruiting and selecting staff should be followed (please refer to Camden's recruitment & selection policy and procedures). However, for safeguarding posts, there are a number of additional procedures and requirements. Both the hiring manager and the HR Adviser should be aware of, and adhere to, the following:

4.1 Advertisements

Ensure every advert for a safeguarding post contains a clear statement to the effect that the post is designated as a safeguarding post and the successful candidate will be required to undertake a CRB check.

4.2 Application packs

For each safeguarding post, ensure the application form states clearly that the post is a safeguarding post, that the application form asks for previous names known by and includes a clearly worded warning that falsification will normally lead to withdrawal of offer or dismissal.

Job descriptions & person specifications should clearly state that the post is a safeguarding post and that the Council will undertake rigorous checks before appointing.

4.3 Interview panels

Convene Interview panels with at least one member who has been trained in 'Warner' or safeguarding interview techniques. Typically, this will be the chair of the interview panel.

During the 'safeguarding interview' candidates should be asked additional questions designed to explore their motivation for working with children/vulnerable adults, their values and ethics, emotional maturity and resilience and their personal knowledge of safeguarding issues. Any gaps in their employment records should also be queried during this interview.

4.4 Pre-employment checks

For safeguarding posts, a number of additional checks are required over and above those normally carried out at the pre-employment stage.

4.4.1 Identity checks

Evidence of identity should be requested in 3 different forms, of which at least two must be made available:

- **birth certificate issued at time of birth,**
- **photographic evidence (passport or new-style UK driving licence)**
- **address-related evidence (e.g. a utility bill).**

Where an applicant has changed their name (e.g. through marriage, adoption or by deed poll) they should also provide evidence of this change.

4.4.2 Qualification checks

Original qualification documents/awards should be requested. Photocopies are not acceptable.

4.4.3 Reference checks

References should be sought to cover the period of 5 years prior to commencement at Camden. If this is not possible, HR Direct should contact as many previous employers as necessary to satisfy themselves of an applicant's suitability for employment in a safeguarding role. General references of the 'to whom it may concern' variety are not acceptable.

References should not be accepted unless they come directly from the referee to Camden Council. When we request references, we will address all requests to the previous employers' HR Departments.

HR Direct should check references against the application form for unexplained gaps and alert the hiring manager who can then question the applicant about any such gaps.

4.4.4 CRB checks

If a post is listed as being a safeguarding post, HR Direct should send out the CRB application form and guide, and arrange a time for the prospective employee to come to HR to produce the necessary original documents.

The procedure to be followed in requesting a CRB check is available in Appendix 1.

4.4.5 Other checks

- professional bodies

Although not a standard part of the selection procedure, we reserve the right to approach a relevant professional body to confirm that the (prospective) worker is appropriately qualified and has not been the subject of disciplinary action. This action should be considered in cases where there is either a specific concern, or where we have been unable to gather all the information we need to make a judgement from our standard checking mechanisms.

For example, the General Social Care Council (GSCC) maintains the Social Care Register; a list of people who work in social care and have been assessed as trained and fit to be in the workforce.

Similarly, the Nursing and Midwifery Council maintains a register of qualified nurses, midwives and specialist community public health nurses.

- credit checks

We may also undertake credit checks on staff who will have access to Council or client finances. Written permission will be sought from the prospective employee before such a check is undertaken, and they will be given an opportunity to view the final report and to refute any information.

4.4.6 Medical checks

Confirmation of fitness to carry out the role will be required for each successful candidate in line with normal recruitment practice.

4.4.7 Applicants who have worked, trained or lived overseas

Special care needs to be taken when considering making an offer of employment to a candidate who has spent significant periods of time overseas. Please see Appendix 7 'Applicants who have worked, trained or lived overseas'.

4.5 Offers

Offers of employment are made conditional on the satisfactory receipt of all the checks listed in section 4.4 of this document.

It is not normal practice to send a candidate a 'first day of service' letter until all the checks, including the CRB disclosure, have been received by the Council and are deemed to be satisfactory.

In exceptional circumstances, and subject to a completed risk assessment, an applicant may be appointed prior to the receipt of a satisfactory CRB check. The process to be followed in this case is the same as for candidates who have a positive trace on their CRB return. (See Appendix 4 for the required procedure).

In addition, the hiring manager should ensure the new employee is supervised at all times while in contact with vulnerable groups until satisfactory CRB clearance is obtained.

4.6 Induction

Each new employee should be given Camden's code of conduct, and details of the external agency (Expolink) used by the Council for disclosing matters in the public interest (whistle-blowing).

As part of the employee's induction to Camden, the hiring manager should emphasise the importance of good personal standards of behaviour, and encourage the employee to report any matters of concern relating to vulnerable groups to the designated manager for their service. Expolink may also be used for whistle-blowing purposes. It is important to point out that not acting on doubts may lead to harmful behaviours being continued. See section 6.3 for more detail.

The manager should give the employee any documents that relate to safe working practices, and set a time when these can be discussed and any questions answered.

5. Procedures to be followed when hiring agency & temporary staff

5.1 Managed Service Provider

Temporary recruitment at Camden is organised through a managed service. Camden has given the provider a series of minimum generic criteria for vetting temporary workers. The minimum criteria are:

- Face-to-face interview
- Validation of eligibility to work in the UK

- Minimum 2 written and verified work references covering the last 2 years (all gaps explored and verified)
- Verification of identity (preferable photographic ID)
- Qualification checks
- Standard or enhanced CRB checks as required
- Check of the following registers: POVA, POCAL, List 99 and GSCC.

These compliance requirements are subject to periodic review under the contract.

In turn, the managed service provider maintains and uses a list of recommended agencies for filling temporary posts. The minimum criteria noted above are passed on to these 2nd tier agencies and our provider conducts a periodic review of their compliance. They also seek the approval of the hiring manager before using an agency that is not listed, e.g. in the case of especially hard to fill posts.

5.2 Other agency-sourced staff

The conduct regulations governing employment agencies state that the agency should undertake checks including identity, qualifications, references and the relevant level of CRB check where necessary.

In the interests of caution, however, any safeguarding post being filled through an agency should also include a 'Warner' or safeguarding interview conducted within Camden, rather than by the agency or managed service provider.

6. Procedures to be followed during employment

Vigilance in relation to safeguarding needs to be maintained throughout employment.

6.1 3-year CRB update check

Since a CRB disclosure is a 'snap-shot in time', HR Direct will operate a rolling programme of further checks, to be undertaken at three-year intervals, for any member of staff in a safeguarding post.

This check is in addition to the requirement of every member of staff to make the Council aware of any offence they are charged with, or criminal conviction, bind-over or caution they receive during the course of their employment, in line with the Code of Conduct.

6.2 Internal moves, promotions & post changes

When an existing employee applies for/is moved into a safeguarding post, HR Direct will contact the employee to schedule a CRB check unless the employee is already covered by our programme of CRB checking (e.g. if they have come from a safeguarding post elsewhere in the Council).

Where an employee is seconded into a safeguarding post, or is asked to 'act up' into a safeguarding post, the new responsibilities should not be commenced until a satisfactory CRB check has been received, unless the original post was also a safeguarding post and the employee is already covered by Camden's periodic checking process.

For employees who make an internal move into a safeguarding post and have been with the Council for less than 5 years, HR Direct will seek additional references as required to ensure that, on a par with external candidates, we are in possession of references covering a period of 5 years prior to the move to the safeguarding post.

Where a post that didn't previously require a CRB check is changed, and it is deemed that the changes make a CRB check necessary, HR Direct will ask all post-holders to submit to a CRB check.

Post-holders will also be asked to submit to a CRB check if the definition of a safeguarding post is ever changed by legislation.

6.3 Creating an 'offender-aware' culture

Managers, especially those in service areas where the client group includes children and vulnerable adults, are encouraged to take every opportunity to create and reinforce an 'offender-aware' culture. This may include activities such as:

- including a safeguarding-related objective in each employee's annual appraisal
- having a regular 'safeguarding' slot at team meetings
- reinforcing the message, e.g. through supervision sessions, team meetings and individual conversations, that inaction in the face of doubt is not a neutral act and may result in harmful behaviours being continued. Employees should be encouraged to change their thinking from 'what if I'm wrong about this?' to 'what if I'm right and I do nothing?'

7. Procedures to be followed after employment

If we become aware of any behaviour that we believe provides a strong indication that an individual should not be working with a vulnerable group, we will report the matter to the appropriate authority(ies).

Camden HR will comment on any indications that an (ex-)employee' is unsuitable for a safeguarding post in any requests to provide a reference.

8. Procedure for dealing with concerns

8.1 Raised by a member of the public

Where a member of the public has concerns relating to the safety of a member of a vulnerable group, they may raise the matter by contacting the Council. For

the purposes of this document, a 'member of the public' may also be a Camden service user.

Any member of staff receiving such an allegation, either by telephone, in person or in writing, should gather the name and contact details of the person making the allegation, if they are prepared to provide these.

Irrespective of whether the allegation is made anonymously or by an individual who is prepared to give their name and contact details, a written note should be made of the report, including the date and time received, and the nature of the allegation.

The employee should then report the matter to the designated officer for their service in the normal way so that it can be properly investigated.

Failure to report an allegation is a disciplinary offence.

8.2 Raised by a Camden worker (including volunteers)

If a worker has concerns relating to the safety of a member of a vulnerable group, they should raise the matter immediately. The Council has robust child protection procedures, and all members of staff are encouraged to follow these by raising the matter with the designated manager for their service. The designated manager will then follow the child protection procedures, or similar procedure applied to other vulnerable groups as required.

The Council's external provider, Expolink, may be used to raise a matter in confidence. Please type 'whistle-blowing' into the intranet, Essentials, for more information.

8.3 Raised against a Camden worker, including volunteers

If an allegation is made against a Camden worker, the designated manager for the service must in turn contact the CSCB Local Authority Designated Officer, the Head of Quality Assurance SSC, or in the case of a school, the Children Schools & Families Local Authority Designated Officer.

9. Changes to Procedure

This is Camden's Safeguarding Procedure as at May 2008. This procedure will be reviewed on a regular basis in line with legislative changes and Camden's other employment policies and guidelines. In particular, we expect that changes will be required when the provisions of the Safeguarding Vulnerable Groups Act (2006) come into force in late 2009. When the procedure is changed, we will re-issue it, and advise staff of the changes.

Appendix 1: Procedure for making CRB checks

1. Introduction

This document is designed to ensure, as part of the Camden's Safeguarding Policy that the Council has in place robust and up to date processes that are focused on protecting our most vulnerable clients and customers.

The document outlines in detail the full and complete process and procedure for CRB checks, from identifying roles that require CRB clearance through to the correct process of dealing with returned disclosures including those containing convictions, cautions and warnings and encompassing storing and destroying records.

The CRB Disclosure Service provides criminal conviction information to help employers assess applicants' suitability for certain types of posts (positions that are exempt from the Rehabilitation of Offender's Act). We are required to follow the CRBs Code of Practice. We also consider and include information from Government Legislation and other sources of best practice (see Section 10).

2. Roles & circumstances requiring a CRB check

CRB checks are available in cases where an employer is entitled to ask exempted questions under the Exceptions Order to the Rehabilitation of Offenders Act (ROA) 1974. This includes any staff or volunteers in posts that involve regular caring for, training, supervising or being in sole charge of children (people under the age of 18) or vulnerable adults (see glossary).

New posts

When creating a new role the manager must consider whether or not the new post requires a CRB check, and this should also be confirmed by the HR Adviser who evaluates the position.

HR Direct will add the position to the list of vacancies that require CRB checks. This list is to be consulted in all relevant recruitment as stipulated by the CRB Code of Practice. For new posts, the Job Profile and any advertisements should include the requirement for a CRB check.

Existing posts

HR Direct will maintain and update a list of all existing posts within LB Camden that require CRB checks. The list will be reviewed and, if necessary, updated whenever an HR Adviser notifies a change in the CRB requirement for a role. The list will be checked before each time recruitment activity takes place.

Posts that are changing

Where existing posts are changing (e.g. as a result of organisational changes; where responsibilities to be added / removed; due to departmental re-structures, new service development, project work etc) the manager must decide whether or not the changed post requires a CRB check. This should also be confirmed by the HR Adviser who evaluates the changed post. HR Direct should be notified that a CRB check is now required and the post should be added / removed from the list in accordance with the above process. If a role is changed and requires a CRB check as a result, the employee should be invited to HR Direct to complete a form and to be given any necessary assistance to do so. The employee should not commence the new role until a satisfactory check has been received.

Secondments & acting up roles

Where an existing employee is seconded, acts up or otherwise fills a post that requires a CRB check, then one must be obtained. The employee should not commence the new role until a satisfactory check has been received.

Internal applicants

If an internal applicant is the successful candidate for a role that requires a CRB check then this must be carried out irrespective of the fact that the applicant is an existing employee.

External applicants

All external applicants who successfully apply for a position requiring a CRB check must have that check completed, even if a similar check has been conducted recently for another organisation or purpose.

Agency staff & contractors

Agencies used by LB Camden must adhere to our safeguarding policy. Where agency cover is required for posts requiring a CRB, the agency must obtain a satisfactory certificate and send this to the counter signatory. If the agency is unable to provide this certificate, the agency worker will not be used.

Similarly, any contractors must adhere to our safeguarding policy. A CRB check refers to individuals and not to companies; if there are any changes in staff, a CRB check must be obtained for each new individual.

Where contractors are engaged to carry out work requiring disclosure checks they should be asked to provide proof that the necessary checks have been undertaken. Where a contractor is unable to obtain a disclosure certificate they must be asked to seek the agreement of their employee(s) to the Council obtaining the necessary information and should reimburse the Council accordingly.

These arrangements also apply to staff belonging to voluntary organisations. See Appendix 7.

Changes to the law

We will maintain current knowledge of legal requirements and developments in rest practice in relation to the CRB checking process. We will share changes and

developments with managers and expect them to carry out their responsibility to vet staff appropriately.

3. Recruitment process for safeguarding posts

Where a post requires a CRB check, we will follow the recruitment process below:

1. the recruiting manager submits a 'request to recruit' form to HR Direct
2. HR Direct checks the CRB status of the post and amends the CRB list or 'request to recruit' form as necessary (depending on information held on these documents) and in consultation with an HR Adviser.
3. the CRB list is checked on every occasion that a 'request to recruit' form is received
4. the Council's advertising agency will ensure that the CRB requirement is included in any adverts for the vacancy *
5. CRB checks will only be obtained when a conditional offer of employment or voluntary position has been made, or when an existing role has changed and a CRB is now required
6. The conditional offer letter will clearly state that the offer of employment is on condition of receipt of satisfactory references and CRB clearance. A CRB check form and guidance notes to help with completion will be sent with the conditional offer letter.
7. The number of the form and date sent will be logged on the HR system.
8. The successful applicant should make an appointment to attend the HR Direct office to provide the necessary evidence in support of their CRB form. For existing employees, an authorised officer in the employee's work area may sign the receipt of the evidence.
9. A list is maintained of the authorised verifiers and counter signatories. A copy of this list is held in HR Direct. The list is regularly checked and updated to keep pace with staff additions and deletions.
10. Where an applicant has changed their name by deed poll or any other mechanism, (marriage, adoption, statutory declaration), they should provide evidence of such a change.
11. Once the form has been completed, HR Direct log its receipt on the HR system, send the form to the CRB and monitor progress. If the form is returned by CRB for query, and once a disclosure is received, the dates of these actions will be recorded on the Council's HR system.
12. If either the references or CRB check is unsatisfactory, the applicant will be notified immediately and the offer of employment may subsequently be withdrawn. However, where information has been released by the police to the employer in a separate letter, that information will not under any circumstances be discussed with the applicant.

* The Resourcing Team and HR Direct are responsible for ensuring that the advertising agency is informed and updated on our process/procedure for safe recruitment and any requirements expected of them.

4. Dealing with disclosure of convictions

In accordance with Section 124 of the Police Act 1997, disclosure information is only passed to those who are authorised to receive it in the course of their duties. Camden Council maintains a record of all those to whom disclosures or disclosure information has been revealed.

In the event that an applicant disputes the information provided on the disclosure the dispute must be resolved before a recruitment decision can be made. In the final analysis the applicant can provide finger prints to verify if the disclosure does, in fact, relate to them.

5. Recheck process

Each month, HR Direct will receive an Oracle report listing all members of staff who are still in safeguarding posts and who require a three-yearly re-check.

HR Direct will contact these employees to arrange for them to complete a new form to complete. Once processed, and assuming a clear CRB check, the updated information will be added to Oracle.

Appendix 2: List of counter-signatories & staff with access to disclosure data

The following named staff are registered with the CRB as counter-signatories:

Role	Name	Position
Lead Countersignatory	Dave Rogers	Head of HR Operations
Countersignatories	Lynn Ellard	Team Leader, HR Direct
	Sally Joseph	
	Anne Turner	
	Andrew McGuigan	
	Roy Chow	
	Shane Lynch	
	Tony Spaul	

Other staff with access to disclosure information:

In addition to the staff named above, the following officers of the Council will have access to information arising from disclosures on an 'as required' basis:

- The Monitoring Officer (when a positive trace has been received in relation to an elected Member)
- Individual Heads of Service (when a positive trace has been received in relation to a candidates or employee)
- Members of the Recruitment Admin team in HR Direct (to process checks and update personal files)

Appendix 3: Glossary of terms

Additional information:

Enhanced checks may contain 'additional' information. Occasionally the Chief Police Officer may, if thought necessary in the interests of prevention or detection of crime, release 'additional' information to the Counter-signatory only, in the form of a separate letter. This should not be revealed to the applicant.

Approved information:

Enhanced checks may contain 'approved' information. This is non-conviction information provided by the police from their local records. The Chief Police Officer in each force will decide what, if any, information to provide. The CRB will print this information on both the applicant's and the Counter-signatory's copy.

Controlled activity:

Controlled activities cover less direct or regular contact with children and vulnerable adults than those outlined in 'regulated activities' (see below). They would include, e.g., catering, cleaning or administrative jobs in environments where there is a degree of contact with vulnerable groups. (See also **regulated activity**).

Counter-signatory:

A person within Camden who is registered with the CRB to countersign applications and receive the Disclosure (see list of counter-signatories in Appendix 4). (See also **lead counter-signatory**).

CRB:

Criminal Records Bureau. The CRB's aim is to help organisations in the public, private and voluntary sectors by identifying candidates who may be unsuitable to work with children or other vulnerable members of society.

Disclosure:

standard disclosure: contains details of any spent and unspent convictions, as well as cautions, reprimands and warnings. It will also indicate if there are no such matters on record. If an individual is applying for a position working with children or vulnerable adults, the Standard Disclosure will also reveal whether the individual is barred from working with either/both of these groups by virtue of his/her inclusion on lists of those considered unsuitable.

enhanced disclosure: applies a subset of those within the terms of the Exception Order. They are available principally in respect of those involved in the regular care for, training, supervising or being in sole charge of those aged under 18, or of vulnerable adults. Enhanced Disclosures contain the same information as Standard Disclosures, but may also contain non-conviction information from local police records if a chief police officer thinks it may be relevant.

Excepted professions:

Positions of trust (safeguarding posts) set out in the Exceptions Order to the Rehabilitation of Offenders Act (ROA) 1974, where an employer is entitled to ask a candidate to reveal details of all convictions, whether spent or not.

Exceptions order:

The Exceptions Order to the ROA (1974) sets out those occupations and positions except from the provisions of the ROA. These are generally positions of trust (safeguarding posts) where there is a valid need to see the person's full criminal history in order to assess their suitability for a position. This information is intended as general guidance only. It must not be regarded as a definitive interpretation of the Act.

Ex-offender:

A person who has been convicted of a criminal offence who's crime is now 'spent' under the ROA (1974).

IBB:

Independent Barring Board. Under the provisions of the Safeguarding Vulnerable Groups Act (2006) the IBB will maintain the children's barred list and the adult's barred list and will make decisions about whether an individual should be included in one or both barred lists.

Lead counter-signatory:

A senior person within Camden who has overall responsibility for the use of CRB checks in the organisation. (See also **counter-signatory**).

Regulated activity:

Activities involving children that are defined under the Safeguarding Vulnerable Groups Act (2006) under 8 key headings, including certain types of close contact activity, frequent activity (3 or more days in a 30-day period, or overnight), fostering, etc. (See also **controlled activity**).

ROA:

The Rehabilitation of Offenders Act (1974). This Act enables some criminal convictions to be ignored or 'spent' after a 'rehabilitation period'. After this period, with certain exceptions, an ex-offender is not normally obliged to mention the conviction when applying for a job.

Safeguarding post:

Known as a 'position of trust' in CRB materials. This is a role involving work with children and other vulnerable groups whom the CRB is dedicated to protecting.

Statutory vetting lists:

List 99: Officially Section 142 of the Education Act 2002, 'List 99' is maintained by the Department for Children, Schools & Families (DCSF). It contains the details of teachers who are considered unsuitable or banned from working with children in education.

POVA: Protection of Vulnerable Adults List. This is a list, managed by the DCSF on behalf of the Department of Health (DH) of people banned from working with vulnerable adults.

POCA: Protection of Children Act List. This is a list, managed by DCSF on behalf of the Department of Health, of people banned from working with children. The list is now suspended.

Umbrella body:

An umbrella body is a registered body that provides access to the CRB to other non-registered organisations. London Borough of Camden is an umbrella organisation.

Volunteer:

The CRB defines a volunteer to be 'a person who performs any activity which involves spending time, unpaid (except for travelling and other approved out-of-pocket expenses), doing something which aims to benefit someone (individuals or groups) other than or in addition to close relatives'.

Vulnerable adult:

The CRB has two definitions of a vulnerable adult, one that is entitled to an Enhanced Check and one for a Standard check.

Enhanced

A person who regularly cares for, trains, supervises or is in sole charge of vulnerable adults of the following description is entitled to an enhanced check.

A vulnerable adult for the purposes of an Enhanced Check is a person aged 18 or over who receives services of a type listed in paragraph 1) below and in consequence of a condition of a type listed in paragraph 2) below, has a disability of a type listed at 3) below.

1) The services are:

- a) accommodation and nursing or personal care in a care home,
- b) personal care or support to live independently in his or her own home,
- c) any services provided by an independent hospital, independent clinic, independent medical agency or National Health Service body,
- d) social care services; or
- e) any services provided in an establishment catering for a person with learning difficulties.

2) The conditions are:

- a) a learning or physical disability,
- b) a physical or mental illness, chronic or otherwise, including an addiction to alcohol or drugs; or
- c) a reduction in physical or mental capacity.

3) The disabilities are:

- a) **a dependency upon others in the performance of, or a requirement for assistance in the performance of, basic physical functions,**
- b) **severe impairment in the ability to communicate with others, or**
- c) **impairment in a person's ability to protect him or herself from assault, abuse or neglect.**

Standard

Any employment or other work which is concerned with the provision of care services (2) to vulnerable adults (3) and which is of such a kind to enable the holder of that employment or the person engaged in that work to have access to vulnerable adults in receipt of such services in the course of his normal duties.

2 "Care services" means i) accommodation and nursing or personal care in a care home (where "care home" has the same meaning as in the Care Standards Act 2000); ii) personal care or nursing or support for a person to live independently in his own home; iii) social care services; or iv) any services provided in an establishment catering for a person with learning difficulties.

3 "Vulnerable adult", in the context of a Standard check, means a person aged 18 or over who has a condition of the following type: i) a learning or physical disability; ii) a physical or mental illness, chronic or otherwise, including an addiction to alcohol or drugs; or iii) a reduction in physical or mental capacity.

Working with children:

The definition of this term is in two parts:

- a) **a child care position within the meaning of the Protection of Children Act. The Criminal Justice and Court Services Act (CJCSA) 2000 replaces the original definition in the Protection of Children Act with 'regulated position' for the purposes of Part II of the 2000 Act. Within the 2000 Act, section 36 sets out what the regulated positions are for the purposes of Part II of the Act; or**
- b) **a position in which employment or further employment is prohibited or restricted by regulations made under section 218 of the Education Reform Act 1988.**

Appendix 4: Dealing with disclosure information

A candidate's suitability should be judged in the light of the results of all the relevant pre-appointment checks carried out on him or her (i.e. including identity, qualification, references, List 99, CRB and overseas police checks where applicable). If no information is disclosed on a CRB check the appointment should go ahead if the results of all other checks are acceptable.

This section also applies to current employees being re-checked or checked for the first time. Failure to notify the Council of applicable previous convictions/cautions or convictions/cautions which have occurred during employment with London Borough of Camden may result in action against the employee under the disciplinary procedure. A change in a role which brings it under the safeguarding umbrella may also have implications for an employee's suitability depending on previous convictions/cautions.

The fact that a person has a criminal record does not automatically make them unsuitable for work with children or vulnerable adults; however if the CRB check indicates that the candidate appears on a list banning them from working with children or vulnerable adults they will not be appointed irrespective of the outcome of any other checks.

Judging Suitability

For offences which fall within the Tier 2 category an initial judgement on the nature, age, frequency and combination of declared offences and their impact on suitability will be made by an HR adviser/countersignatory, taking into account all relevant pre-employment information. If they decide that the candidate should not be precluded from employment the recruitment will proceed as normal.

	Recent (< 3 years)	OLDER	VA	CHILDREN
Sexual Offence	TIER 1	TIER 1	TIER 1	TIER 1
Violent Offence	TIER 1	TIER 1	TIER 1	TIER 1
Drug Offence	TIER 1	TIER 1	TIER 1	TIER 1
Driving	TIER 1	TIER 2	Age related	Age related
Theft	TIER 1	TIER 2	TIER 1	Age related
Petty Theft	TIER 2	TIER 2	TIER 2	TIER 2
Fraud	TIER 1	TIER 2	Age related	Age related
Public Order	TIER 2	TIER 2	TIER 2	TIER 2
Multiple	TIER 1	TIER 2	Age related	Age related

For Tier 2 offences that are referred to a higher level, or for offences which are in the Tier 1 category, the judgement about suitability, taking into account only those offences which may be relevant to the particular job or situation in question, must be made by a Head of Service in conjunction with the designated Tier 1 officer.

In deciding the relevance of convictions/cautions or other causes for concern arising from the vetting process, a number of points should be considered:

- **The candidates view and account of events**

The candidate should be approached to discuss the disclosure

- **The nature of the offence**

In general, convictions/cautions for sexual, violent or drug offences will be particularly strong contra-indications for work with children or vulnerable adults. A history of dishonesty should also be regarded as a strong contra-indicator for work with vulnerable adults.

- **The nature of the appointment**

Often the nature of the appointment will help to assess the relevance of the conviction/caution. For example, serious sexual, violent, drug or drink offences would preclude appointment where a position was one of providing care to vulnerable adults or working with children; driving or drink offences would be relevant in situations involving transport of children or Council clients; fraud should be considered in relation to posts in handling Council or service users' money; theft would be of relevance to posts involving unsupervised access to residents' properties and/or service users' personal possessions.

- **The age of the offence**

Offences which took place many years in the past may often have less relevance than recent offences. However, convictions for serious violent or sexual offences or serious offences involving substance abuse are more likely to give cause for continuing concern than, for instance, an isolated case of dishonesty committed when the person was young. The potential for rehabilitation must be weighed against the need to protect children.

- **The frequency of the offence**

A series of offences over a period of time is more likely to give cause for concern than an isolated minor conviction, for instance a series of convictions/cautions for theft or dishonesty over a period would raise concerns around suitability to work in an Adult Social Care setting.

- **Declaration of the offence**

Existing employees are required to declare offences; to do otherwise is to break the Code of Conduct.

For prospective employees, we are likely to take a more positive view of a candidate who declares an offence than of one who chooses to hide such a matter.

A risk assessment check is attached at Appendix 5. This list must be completed, signed and kept under confidential cover with any papers recording the process undertaken when an assessment is made re suitability for employment of any applicant who has a criminal record or other negative results from the pre-employment checking processes.

Recording of decisions.

It is advisable for recipients of disclosure information to keep a record of the date of disclosure, name of the candidate/employee, type of disclosure (standard or enhanced), the position in question, the unique number issued by the Bureau and the recruitment decision taken. The Council should store this information on Oracle. The written risk assessment should be held on the candidate's file, and destroyed after 9 months if the offer is withdrawn.

Appendix 5: Suitability for employment risk assessment

To be used where an applicant has a criminal record or other negative results from the pre-employment checking processes

Service	
Job Role	
Name of Applicant	
Details of results from pre-employment checking process	
.....	
<i>Make an assessment of the following risks using the job description/specification, any Council policies and the evidence provided by the check results</i>	<i>If answer is Yes, link this decision to the available evidence</i>
Is the nature of the offence so serious as to preclude the applicant's ability to work with children or vulnerable adults?	
Does the nature of the job applied for give rise for concern in relation to the nature of the offence?	
Was the offence committed a long time ago and/or when the applicant was young? If so, is the nature of the offence so serious that this would still give cause for concern?	
Was the offence an isolated occurrence or one of a series of offences?	
Did the applicant declare the conviction at the time of application?	
Decision to appoint: YES / NO	

Signed Position:

Appendix 6: Procedure for vetting elected members

Background

The protection of Children Act 1999 provides that individuals who have contact with children as a result of holding a regulated position, should be checked via the Criminal Records Bureau (CRB).

Furthermore, Section 11 of the Children's Act 2004 places specific responsibilities on Local Authorities to undertake effective vetting to help prevent unsuitable people from working with children.

The position of Councillors is such that people are likely to automatically assume that, by virtue of the authority and responsibility inherent in their post, they are suitable to have unsupervised contact with children.

Policy

In the London Borough of Camden, the agreed policy is that:

- all Executive Members
- Councillors on the Corporate Parent Panel
- all members of the Standing Advisory Council for Religious Education (SACRE) and
- all Councillors who, during the exercise of their public duties would have cause to visit any establishment exclusively or mainly for children and have unsupervised contact with children,

will be subject to the vetting process upon election, and every three years thereafter for the duration of their tenure.

The process

Councillors who fit the profile above are invited to complete a CRB form and to provide identification which confirms their identity (e.g. passport, birth certificate, etc) and their address (current utility bill, bank statement, etc).

The CRB form and supporting documents are checked by the Lead Counter- signatory before being submitted to the CRB.

When the CRB have completed their check, a certificate detailing the results is sent to the Member and a copy forwarded to the Lead Countersignatory.

Handling of data

On receipt of the returned CRB check the information contained will be acted upon and the check will then be destroyed. The exact content of the check will be handled by the Lead Countersignatory only.

Where the check is clear, a note will be taken of the check reference number and the CRB certificate will be destroyed.

Where information is revealed by the CRB check, the Lead Countersignatory will disclose relevant details to the Monitoring Officer to ascertain whether it precludes the Member from carrying out the duties covered by the Protection of Children Act. The

Director of Children, Schools and Families may be asked to provide support in this process, in line with the statutory responsibilities of that post. Once these discussions have been completed, a note will be taken of the certificate number and the relevant action taken. The CRB check will then be destroyed.

Appendix 7: Procedure for vetting applicants who have worked, trained or lived overseas

Special care needs to be taken when considering making an offer of employment to a candidate who has spent significant periods of time overseas.

Criminal record checks

It may be of limited value to ask for a disclosure in respect of a British national with very substantial gaps in their UK residence. A new central authority for the exchange of criminal records information between EU member states has been established called ACPO Criminal Records Office (ACRO). It contains records relating to offences committed abroad by British nationals and may be of some help.

In respect of nationals from countries other than the UK, the Council will also make every effort to ensure that the selected candidate does not have a criminal record that suggests they are a risk to vulnerable groups. The CRB website details the availability of criminal records from overseas, and the General Social Care Council has a separate registration process for overseas Social Workers.

The Council will take information from the Police National Computer which contains information from some 70,000 offences committed overseas and can advise on overseas vetting services where appropriate. However, there is no guarantee that the disclosure will always pick up information on people convicted abroad.

To minimise any risk, extra care should be taken in the earlier stages of the recruitment process; looking for inconsistencies and gaps in the information applicant's provide, asking the right questions at interview concerning suitability, taking up references and where necessary questioning referees.

When an offer of employment for a safeguarding position is made to an applicant who has spent time outside the UK, a CRB check will not cover that time spent abroad. Therefore police checks with overseas bodies or enquiries to embassies/consulates should be undertaken for the following applicants:

- Foreign nationals who apply from outside the UK
- Foreign nationals who apply from within the UK
- UK nationals who have worked, studied or resided outside the UK

A candidate who has spent time abroad or currently resides abroad will be required to either obtain or assist the Council with obtaining a police check from the country or countries they have spent time or are resident in.

Process

1. The successful candidate is sent, and invited to complete, a Criminal Record Bureau Check.
2. Candidates who have indicated on application form periods of work, study or residence overseas are asked to provide information about their criminal history while abroad.

3. Candidates may already have this information. If so, it attempts should be made to authenticate it and it should be used, in conjunction with other pre-employment information, to make a judgement on suitability.
4. If not already in possession of authentic criminal record documentation, candidates who are from/have spent significant periods in the countries listed on the CRB website as having Criminal Record check arrangements are directed to the following webpage.

<http://www.crb.gov.uk/Default.aspx?page=2243>
5. The candidate will be expected to make efforts to obtain the check from the relevant authorities and make payment for this information. Camden will reimburse them for this expense.
6. For countries not listed on the CRB website the candidate will be expected to contact the representative of the country in the UK. Details are available from the Foreign and Commonwealth office on 0207 0081500, or by visiting the website www.fco.gov.uk (new window)

Timescales and decisions

There are no set timescales for these checks to take place but if a check is not received after a significant time has passed, **or** all channels have been explored to obtain this information without success, then the Council will make a decision about a candidate's suitability using the information available from other pre-employment checks.

Decisions around suitability will be made using the same process and criteria applicable to CRB checks, and will be made in conjunction with pre-employment checks.

Permission to work in the UK

In line with legislation, Camden Council will ensure that an applicant has the necessary permissions to work in the UK. This will involve checking the applicant's passport including the terms of any visa, work permit etc.

References

References provided in a language other than English should be accompanied by a certified translation. The Council reserves the right to have any un-certified references re-translated into English.