THE PROVISION OF A NON-EMERGENCY PATIENT TRANSPORT SERVICE SPECIFICATION (Lot 4 – Part 2 - **Taxi** and Courier **Service**)

ON BEHALF OF

CHELSEA AND WESTMINSTER HOSPITAL NHS FOUNDATION TRUST AND THE NORTH WEST LONDON ICS

(as Contracting Authorities)

Version: 2.0

# Introduction

* 1. This is potentially a 3 + 2-year contract to provide a Non-Emergency Patient Transport Service (Lot 4 – Part 2) for a **Taxi** and Courier Service for Chelsea and Westminster Hospital NHS Foundation Trust (CWHNFT) & North West London Integrated Care Systems Contract Authorities (NWL ICS) (“the Contracting Authorities”).
  2. To provide vehicle Taxi hire services for NHS staff travelling across North West London and as requested for reasons associated with NHS health service business, including travel to and from offices, hospitals, clinics and other health service premises (with potential COVID exposure), in response to the COVID situation and to patient property.
  3. It is expected that the following Contract Authorities may also join these services, therefore, it is expected that individual Contract Authority requirements will be added prior to publication:
  + Chelsea and Westminster Hospital NHS Foundation Trust
  + NHS North West London CCG
  + London North West Healthcare Trust
  + CNWL and West London Joint Procurement Service
  + The Royal Marsden NHS Foundation Trust
  + The Hillingdon Hospitals NHS Foundation Trust
  + Imperial College Healthcare NHS Trust

See Section 25 of this service specification that will outline the specific individual requirements of each of the above Contract Authorities.

Chelsea and Westminster Hospital NHS Foundation Trust is one of eighteen organisations that make up the North West London Sustainability and Transformation Partnership (NWL STP), now known as the North West London Integrated Care Systems (NWL ICS).

Further information regarding the North West London STP including its members is available at: https://www.england.nhs.uk/integratedcare/stps/view-stps/north-west-london/.

It is therefore possible that more Contract Authorities may join these joint services.

* 1. Any reference of any service delivery for just Chelsea and Westminster Hospital NHS Foundation Trust will be expected to add the additional requirements for all participating Contract Authorities.

# Scope of Service

* 1. The agreement shall cover the provision of taxi services as required by the Contracting Authority.
  2. All journeys will be charged per mile and may include journeys to non-health Authority premises, the charge for the journey must be from pick up point to drop off point only and be via the most direct route ( with a minimum charge to be agreed)..
  3. All vehicles should be fitted with satellite navigation systems, which the drivers must be trained to operate.
  4. Taxis must be fitted with two way communication device or an appropriate communication tool.
  5. [Taxis must be fitted with a tracking device]
  6. The Contractor will be required to provide a 24 hour service daily, every day during the contract period (Sundays and Bank Holidays included) and the service provided must be promptly executed. Taxis must be available day and night to provide the service to the Authorities as required.
  7. Taxis are booked for essential NHS health service business only, and bookings will involve work which is essential to the wellbeing and lives of patients. Consequently, taxis must not be redirected by the Contractor for any reason whatsoever, unless agreed in advance with the authorised person.
  8. Passengers conveyed are NOT authorised to request waiting time. The Authorities will not pay for any waiting time that has not been authorised officially. The first 15 minutes of any waiting time will be free of charge. Waiting time will commence 15 minutes after the driver has notified the collection point/passenger/booking point of the taxi’s arrival.
  9. Taxis may be booked by authorised staff only and under individual accounts. (Details of authorised staff will be provided). A docket system will be used which will include their budget code.
  10. When a call for a taxi is made, or a booking is requested electronically online or via an App, the Contractor’s controller must be issued with unique journey booking reference number to support the charge for each journey. All journeys need a budget code.
  11. Taxi drivers **WILL NOT** request payment from any NHS staff travelling under this contract.
  12. It is essential that the controller accepting bookings is competent to receive and convey these details to drivers, ensuring that journeys are carried out in accordance with the requirements of this contract.
  13. Vehicles must not be used for the transportation of the general public or any other persons or items whilst being used on journeys required by the Authority. Once booked, they must be used for the Authorities business only.
  14. Clinical site managers can authorise bookings made out of hours.
  15. The journey must be direct and only diverted if agreed with the Passenger. Allowance should be made for assistance dogs and **SHOULD NOT** be refused in journeys with Passengers.
  16. No unauthorised bookings are to be taken. Any questionable bookings are to be referred immediately to the Authority. The Authorities reserve the right not to pay for unauthorised bookings. For bookings where the personnel or goods fail to turn up at the designated pick up point, the Contractor must advise the booking point that the job cannot be completed. The Contractor in these circumstances: will be compensated with a flat mileage rate allowance based on the most direct route as directed via Google maps

# 3. Quality of Service

* 1. The service shall be of the quality described and equal in all respects to the specification which forms part of the contract of is otherwise relevant for the purpose of this contract.
  2. The Authority will provide the Contractor at the commencement of the contract with detail of the duly authorised officers and their contact details. No journey shall be made other than in pursuance of a request issued by a duly authorised officer.
  3. All requests will be recorded and a Journey Reference number allocated for each journey. This will include the budget code, time of the booking, collection and drop off.
  4. The Contractor shall, in the event of a breakdown of a vehicle allocated for a journey to be undertaken on behalf of the Authority, supply an equivalent replacement vehicle at no additional cost. If no equivalent replacement vehicle is available at the time the journey is required, the Authority will be entitled to go elsewhere. The cost of such journeys will be picked up by the Contractor and paid within 48 hours.
  5. All vehicles used in conjunction with the contract shall at all times be maintained in a safe roadworthy and clean condition.
  6. Drivers must adhere to current road traffic law and the Highway Code. Drivers employed to carry out the contract shall have due regard to the safety of their passenger and all the times shall moderate their driving so as not to cause passengers unnecessary distress by travelling at excessive speeds or taking undue risks.
  7. Vehicles when undertaking journeys in connection with the contract shall not at any time pick up other non-contract passengers, fare paying or otherwise on the same journey.
  8. Drivers must have visible photo ID at all times and have had the required DBS Clearance

# Cancelled Journeys

* 1. If a taxi is ordered or in the case of a ‘Regular Journey’ is not cancelled and arrives at the pick-up point only to find it is not required, the Contractor shall be entitled to an agreed flat rate charge, however, should the mileage be over [TBC] miles then there will be a charge ‘per mile’ rate between the hospital and pickup point. If, however the car is not required for reasons fairly attributed to the Contractor i.e. a maximum of ten minutes delay in meeting request for a car, no payment whatsoever will be made. Any delay must be reported to the authorising office immediately.

# Confidentially

* 1. Contractors are reminded of the absolute necessity for maintaining in strict confidence any information for knowledge which may come into their possession relating to the NHS, any of its staff and/or patients under this contract. It is the Contractors responsibility to ensure that their employees who may be engaged on any part of the contract are fully informed and aware of this clause, and must be aware of the latest General Data Protection Regulations (GDPR).

# Journey Authorisation

6.1The Contractor must act on instructions from an authorised officer, if there is any doubt they must raise the matter of authority before the work has been carried out. The procedure for ordering taxis will be notified to the successful Contractor by the Authority.

# Complaints

* 1. The Contractor must bring to the notice of the ‘Authorised Officer’ in writing any complaint which they may have by either party within in the terms of this Contract.
  2. Any complaints received by the Contractor from the Authority regarding service or elements of service being provided must be replied to within 72 hours. Failure to do so will result in a delay in invoice payment until the complaint is answered in writing to the satisfaction of the Authorities authorised officer. The Contractor must nominate a specific member of staff from this own team to deal specifically with complaints. Should this person not be available the contractor must advise who will deal with the complaint.

# General

* 1. The service provided under this contract does not extend to patients, relatives, the general public, or any other person(s) except when requested by the Authority’s’ authorised officer. Neither does the contract provide the Contractor with exclusive rights at the Authority’s premises.

# Road Traffic Act 1988 – Seat belt Regulations.

* 1. The Contractor must ensure that all current regulations regarding seat belts are adhered to, which includes the driver’s responsibility to ensure that children are:-
     1. in the correct car seat for their height or weight until they reach 135 centimetres tall or their 12th birthday, whichever is first
     2. wearing a seat belt if they’re 12 or 13 years old, or younger and over 135cm tall
     3. <https://www.legislation.gov.uk/ukpga/1988/52/contents>

# Licence and Insurance

* 1. The Contractor shall be licenced in accordance with Section 55 of the Local Government (Miscellaneous Provisions) Act 1976, as a licensed operator of private hire vehicles.
  2. All drivers employed or assigned by the Contractor, to drive any vehicle used in the execution of work under the contract shall be licensed in accordance with Section 51 of the Local Government (Miscellaneous Provisions) Act 1976, as a licensed operator of private hire vehicles.
  3. All vehicles owned and or operated by the Contractor, which are used to undertake work under the contract, shall be licensed in accordance with Section 48 of the Local Government (Miscellaneous Provisions) Act 1976, as a licensed operator of private hire vehicles.
  4. The Contractor must produce evidence of licences and appropriate insurance prior to the commencement of the contract and subsequently throughout the contract period Biannually or as and when required by the Authority.
  5. Failure to maintain an operator’s license or to utilise only licenced drivers and vehicles, and or failure to product evidence of such licences as required will lead to automatic termination of the contract.
  6. Failure to maintain the appropriate insurances required will lead to automatic termination of this contract.

# Communications

* 1. The Contractor will provide, free of charge a direct contact number to the contractor’s control room.
  2. The Contractor will provide an alternative contact telephone number for general enquires and for access to the office manager.
  3. The Contractor will provide their emergency on call number for out of hours 19:00hrs to 08:00hrs Monday to Friday and all day Saturday, Sunday and Bank Holidays.

# Health and Safety

* 1. Free access to the taxis for the purpose of inspection of the vehicles must be provided for the Authorities representative as and when required. Any costs incurred for such inspections to be met by the Contractor. Such inspections shall not be taken by the Contractor as being an approval or guarantee of road worthiness.
  2. The Contractor will ensure that the taxis used are maintained in a roadworthiness condition as required by the appropriate regulations. The vehicles used should be at least 4 door, kept in good condition, must be kept clean at all times inside and out, and must be provided with sufficient heating to keep passengers warm in cold weather. Any member of staff can refuse a vehicle on the grounds of its poor general condition. No payment for that particular journey will be made.
  3. All vehicles must be identified with the Contractors logo, prominently displayed. Drivers must wear photo badges which identify the company name and the driver’s name or number, a duplicate of which must be displayed on the dashboard. Drivers must adhere to speed national speed limits and limits imposed within hospital grounds.
  4. Drivers and vehicles must have a valid Transport for London (TfL) taxi licence
  5. The Contractor shall ensure that all drivers and passengers comply with Authority’s Health and safety requirements which will include, but not be limited to:
     1. informing the Authorities as soon as becoming aware of any prosecution or likely prosecution of the Supplier for any offence pertaining to the health and safety of its employees or other persons,
     2. informing Authorities of any conviction or such prosecution, and shall provide the Authorities with such further information as they may reasonably require;
     3. preparing appropriate Risk Assessments relating to mitigation of the spread of Covid-19;
     4. providing relevant Personal Protective Equipment (PPE) where necessary together with information relating to the equipment provided.
     5. report all injuries, diseases and dangerous occurrences as required under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1985 and ensure that the Authorities are made aware of such reports.

# Conduct

* 1. The Contractor must ensure that at all times the drivers are of clean and tidy appearance undertaking the contractual activities.
  2. The Authority operates a ‘No Smoking’ policy.
  3. DRIVERS MUST NOT SMOKE/VAPE WHILST ON ANY OF THE AUTHORITY’S PREMISES. Or once requested ALL VEHICLES MUST BE NO SMOKING/VAPING WHILST ON AUTHORITY BUSINESS. OR ONCE REQUESTED, THIS INCLUDES BOTH THE DRIVER AND THE PASSENGER.
  4. Drivers must not eat, whilst on Authority business. Drivers must at all times display a caring, sympathetic and conscientious attitude towards patients and staff.
  5. Drivers must not drink alcohol or smell of alcohol, or be under the influence of alcohol or drugs whilst on Authority business. Drivers must at all times display a caring, sympathetic and conscientious attitude towards patients and staff.

# Environmental Considerations

* 1. The NHS is the largest energy user in the government estate and is faced with many targets aimed at cutting its energy consumption. The NHS Authorities participating in this contract are committed to minimising the environmental impact of their activities. This extends to procuring services that have the lowest environmental impact.
  2. The Carbon Reduction Strategy targets the NHS to reduce its carbon footprint. Suppliers must identify how they plan to support the NHS in achieving this target.
  3. The Contractor must commit to comply with any emerging environmental legislation that becomes a legal requirement during the period of the Contract.
  4. The contractor will be encouraged to provide details of any other energy saving, or sustainability, actions being considered or undertaken. This may include how premises are managed or how journeys can be made more efficiently
  5. Regular reporting on the level of carbon emissions may be a requirement at some point in the duration of the Contract and the Contractor MUST advise how they would accommodate that requirement
  6. The Contractor MUST provide details of the fleet to be utilised in this Contract. This must include make, model, year and registration number, and the Contractor must update the Authorities as and when the fleet details change. This must be updated each month and sent to the authorising officer by the 5th working day of the month.

# Driver Requirements

* Minimum age 21 years is required to hold the appropriate full driving licence. A full category B driving licence must have been held for a minimum of three years.
* A high standard of driving is essential as is a sympathetic attitude to the specific needs of the passengers.
* Drivers have a general responsibility to take reasonable care of themselves and others who may be affected by their acts or omissions.

# Prices

**N.B.** THE PRICES SUBMITTED MUST BE FIRM FOR THE CONTRACT DURATION FROM THE COMMENCEMENT DATE OF THE CONTRACT.

* 1. The price per mile or the agreed charge for the journey shall be applied as appropriate, this includes a minimum charge plus a mileage rate. No addition will be allowed for gratuities.
  2. Any agreed charge for a journey which is significantly affected by permanent road closures or changes in road access maybe considered as a special circumstance. The Contractor will notify the Authorities authorised officer within 24 hours of such closures or changes in road access being known. Any variation to the journey charge will be by prior agreement with the Authority. The Authority will be notified in writing of any revised journey charges.
  3. The charge per mile should be paid on ‘Loaded Mileage’ only i.e. between point of collection and point of drop off.
  4. The mileage to the pick-up point and from the drop off point **WILL NOT** be allowed.

# Response Times

* 1. On receipt of a request for a taxi, the Contractor must guarantee that the response time will be no longer than 10 minutes that is, the taxi must be at the requested pick-up point within [10] minutes of the call i.e., the taxi should be near to the required location. If the Contractor cannot meet the time requirement at the time of booking, they must either give the best time possible time. The Contractor should advise staff at the booking points of known delays due to traffic problems. The Contractor will be required to justify excessive waiting time. The response for advanced bookings, that is, bookings made at least one hour before required, must be within 5 minutes for the specified time. Refer to clause 5.1
  2. The Contractor will be required to meet the following Key Performance Indicators, quality standards based upon the response times defined:
     1. 90% of taxis on time
     2. 98% on time or no more than 10 minutes late
     3. 100% on time or no more than 15 minutes late
     4. 95% of journeys booked must be fulfilled as requested ( accuracy within time, vehicle and address)
     5. 100% for complaints must be dealt with in 5 working days
     6. 100% of invoices must be completed as per specification requirements and accurate.
  3. Where the Contractor fails to meet these quality standards:
     1. The following credit will apply to the value of the monthly activity in which the failure occurs:
     2. 5% up to a 10% failure
     3. 10% credit up to a 20% failure
     4. credit will be applied to the value of the monthly activity in which the failure occurs 20% credit after the 20% with the right for the Authority to instigate terminate rights.
     5. The credit will be deducted from the payment of the next invoiced bill received immediately after the failure occurs;
     6. Each failure to meet the defined quality standards will be discussed at the contract meetings and may affect the activity level placed upon the Contractor and ultimately may result in the suspension or termination of the contract. This will include

# Estimated activity levels

* 1. Anticipated activity levels are up to [TBC] journeys per day. However, this requirement may vary substantially due to COVID pressures.

# Invoices

* 1. Invoices for the journeys undertaken by the Supplier must be submitted electronically on a monthly consolidated bill complete with backing information:

[sbs.invoicing@nhs.net](mailto:sbs.invoicing@nhs.net)

* 1. All invoices must include the following information by completing the “Taxi Invoice Backing Sheet” (embedded below), that must be submitted both with the invoice and directly to the Contracting Authority [Contact Details TBC]:
* Line Number
* Date of journey
* Journey Budget Code
* Time of journey (including am or pm)
* Details of journey, including full address of pick up location and drop off destination
* Mileage
* Time of pickup
* Time of drop off
* Name of person booking
* Name of people travelling
* Waiting time, if applicable, detailing the exact length of the time period and where the journey took place
* Cost of the journey
* Any authorised waiting time must be shown separately on the invoice



# Contract Monitoring and Quality Assurance

* 1. The Quality Assurance Plan is designed to ensure that systems and procedures are in place to guarantee that services are provided according to the standards laid down within the contract, and on each and every occasion through the contract period.
  2. The contractor will provide evidence of its own quality assurance procedures in order to ensure that the controls are in place to prevent variations from specifications reaching the service user. Systems to control changes and rectifications to the service level must be in place and records kept.
  3. The methods and procedures used to monitor the contract are described in this document, but in no way do they replace or diminish the contractor’s own quality assurance responsibilities however, it is expected that both sets of procedures will cover similar areas of activities. The contractor will be required to agree to co-operate with all these quality assurance procedures.
  4. The result from the monitoring services will be measured and trends analysed to ensure quality to all levels. Meeting a specification is not an end in itself, but a means of improving customer satisfaction. In order to identify areas for improvement, either in work practice or in the specification itself, service user questionnaires will be sent out, analysed and subsequently made available to the contractor for action.
  5. The contractor will be expected to adopt a flexible approach to the operation of all services in order to meet changing needs. The options to review and improve the service will be available as the Authorities and the contractor jointly work to continually improve the quality of service provided.

# Monitoring Arrangements

* 1. Monitoring is to be seen as the joint responsibility of both the Authorities and the Contractor. Without co-operation, different and competing goals may emerge, to the detriment of the provision of a satisfactory service. The objective of both parties is to ensure that the service specified is provided to the minimum standard set out in the contract on each and every occasion.
  2. Monitoring is not simply an extension of quality assurance or quality control. It is a continuous process of checking performance against specification and highlighting shortcomings in the specified requirements at an early stage. It demands specific and detailed familiarisation with all the terms, conditions, specifications and provisions of the contract. The monitoring system will provide a means of early detection of unsatisfactory performance, work not completed or work performed to a standard higher than that specified.
  3. In addition to assessing the standard of service provided by the Contractor, the monitoring officer will focus attention on areas where changes may be needed to improve standards.
  4. It is essential that all aspects of the Contract are monitored. To facilitate the monitoring process, the Contractor’s records relating to vehicle procurement, servicing, MOT’s, training, occupational health, daily attendance records, staff allocation, etc., must be freely available at all times to the monitoring officer.
  5. The Authority attaches great importance to the individual and the contribution that each member of the Taxi Services team can make within the overall care service. It is with this in mind that compliance with statutory and local Health and Safety policies will be monitored.
  6. Monitoring will be carried out by the Authority’s authorised officer or a person nominated for the purpose by the Authority’s’ authorised officer who will have detailed knowledge of the specification, an understanding of the user needs and routines, together with sufficient knowledge to make decisions on any necessary changes. The Authorised officer’s decision will be binding on the Contractor.

# Monitoring Procedure

* 1. The monitoring system may consist of random sampling investigations of customer complaints; random vehicle inspections; service user questionnaires; random selection of taxis and travel by taxis and a check of all documentation required to be produced by the contractor, as considered appropriate for this contract, and as determined by the Authority’s authorised officer.
  2. The Authority’s’ authorised officer may select at random a sample of tasks detailed in the specification, to be inspected at a frequency and time to be determined.
  3. Each task will be monitored to determine if the tasks have been completed in accordance with the specification.
  4. The authorised officer will decide if each task sampled has been completed to the Contract standard of service.
  5. Should the authorised officer be advised of a job/task performed to an unacceptable standard then they will investigate and if necessary require appropriate action. The result of such a check will not form part of the sample for that period but will be conveyed to the Authority and the Contractor.
  6. The Contractor is expected to familiarise himself with the agreed monitoring system prior to the commencement of the contract.
  7. Serious failure and/or repeated persistent failures to maintain appropriate standards will constitute an event requiring rectification and may result in a default under the Contract.

*Note: Other quality measures may be introduced subject to agreement by both parties.*

# Policies and Procedures

* 1. The Contractor shall allow for complying with the following Authority policies and procedures, not limited to:
* Building Facility Incident and Accident Policy
* Building Security Policy
* Health & Safety Policy
* Smoke-free Policy
* First Aid Policy
* Manual Handling Policy
* Chelsea and Westminster Hospital NHS Foundation Trust Information Security Policy
* Chelsea and Westminster NHS Foundation Trust IT Security Incident Reporting
  1. The Contractor shall also adhere to the following guidance:
* The latest COSHH Regulations
* Government COVID-19 Safer Transport Guidance:

<https://www.gov.uk/government/publications/coronavirus-covid-19-safer-transport-guidance-for-operators/coronavirus-covid-19-safer-transport-guidance-for-operators>

* General Data Protection Regulations (GDPR)
  1. The above lists are not necessarily exhaustive. The Authority will as soon as is reasonably practical, provide to the successful contractor copies of all relevant policies, rules, procedures or standards. The Authority will throughout the contract period ensure that any changes in such documents made from time to time are brought to the attention of the Contractor, at which time a ‘Change Control Notice’ will be issued.

# Risk Management

The Contractor must give a commitment to follow the Department of Transport’s Taxi and private hire vehicle licensing: Best Practice Guidance, ensuring that all drivers are familiar. <https://www.gov.uk/government/publications/taxi-and-private-hire-vehicle-licensing-best-practice-guidance>

* 1. The Contractor must report any accidents, incidents or spillages that they are directly involved in immediately to the Trust’s Authorised Officer.
  2. The Contractor must provide a copy of their safety policy and any risk assessments, safe systems of work, drivers instructions, safety rules or similar.
  3. The Contractor must provide details of their arrangements for ensuring drivers have no history of offences against other persons, that is, physical, sexual, or racial assault or harassment unless agreed in advance by the Trust’s authorised officer.

# NWL ICS Contract Authority Specific Service Requirements

Individual Contract Service Requirements will be added here in the upcoming Service Specification drafts.

* + Chelsea and Westminster Hospital NHS Foundation Trust:

TBC

* + NHS North West London CCG:

TBC

* + London North West Healthcare Trust

TBC

* + CNWL and West London Joint Procurement Service

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TBC