

Appendix B1 – Outline Specification

Contract Ref – DN371835

Contract for Taxi and Private Hire Services at Northampton General Hospital NHS Trust

1. Provision of Service and Contract Period

- 1.1 The Contractor is required to provide a car hire service for the conveyance of staff, patients and light goods for both routine and ad hoc requirements. The provision of a car hire service for the Trust will involve the transportation of staff between hospitals and other sites, but also includes the transportation of specimens between hospitals and clinics, health centres and surgeries. This service will also involve the transportation of patients whose condition does not warrant an ambulance, medical notes, blood, drugs, cash, goods and various small items to various locations, normally within the county, but occasionally longer distances. There is also a level of demand for the transportation of patients who are unable to transfer out of their wheelchair. The contractor will be responsible for the provision of this service 24 hours a day, 365/6 days a year.
- 1.2 **The contract is to be for a period of three years and is expected to commence on 1st April 2018 and run until 31st March 2021. The contract has a contract term of 3 years subject to satisfactory contract performance during the contract term with the option to extend for a further two years, taking the contract to 2023.**
- 1.3 It is intended that the tender will be awarded in its entirety to one contractor however the Trust reserves the right to award a separate contract for taxis to transport users who are unable to transfer out of their wheelchair.

2. Service Requirement

- 2.1 **Staff**
The conveyance of duty personnel, including maintenance, laboratory, domestic, medical and nursing staff to or from their place of residence to locations covered by Northampton General Hospital NHS Trust as and when required or between Hospitals, clinics etc. This may include travel both within and outside the District Boundary.
- 2.2 **Patients**
The conveyance of patients to or from Northampton General Hospital NHS Trust to their place of residence or other hospitals/clinics, as and when required. This may include travel both within and outside the District boundary.

2.3 Light Goods

The conveyance of light goods from one Hospital site to another or other Health premises or private addresses both on a routine basis and as and when required. Light goods will include documents (for example Medical Records), medical/pathological specimens, which have a limited life and must be conveyed in special containers, medical equipment and medicines. This may include travel both within and outside the District Boundary.

The Blood Safety and quality regulations (2005) require that all persons involved with any part of handling blood products for transfusion are required to have an understanding of the relevant parts of GMP (Good Manufacturing Process). An example of the 'External blood Transfer Form' is attached as Annex 1, this must be signed by the designated driver.

All confidential goods and documentation will be supplied in sealable bags or document holders.

2.4 Radioactive Materials

The transportation of radioactive material from Northampton General Hospital to Kettering General Hospital to a named person. This will be a non-stop service carrying no passengers. Training for the handling of these substances will be provided by Northampton General Hospital free of charge.

This service is currently outsourced independently by the Nuclear medicine Department but is part of the tender as a contingency protocol; training would be given if these services were required.

3. Operation of Service

- 3.1 The services shall be of the quality described and equal in all respects to the specification which forms part of the Contract or is otherwise relevant for the purposes of this Contract.
- 3.2 The trust will provide the Contractor at the commencement of the contract with details of the duly authorised officer(s) and their contact details. No journey shall be made other than in pursuance of a request issued by duly authorised officers from Northampton General Hospital NHS Trust, other than staff journeys as set out in 3.4 below.
- 3.3 All requests will be recorded and a Journey Reference number allocated for each journey.
- 3.4 Northampton General Hospital NHS Trust will not accept responsibility for the cost of journeys ordered by staff. Staff requiring a taxi for journeys to and from their place of work on Sundays and Bank Holidays shall arrange these with the contractor direct. Staff will be charged at the same flat rate and will pay the driver at the time the journey is taken. Staff should be able to produce evidence that they are employed by Northampton General Hospital NHS Trust and where they are unable to do so the Contractor will be entitled to charge the full commercial rate for the journey.
- 3.5 The Contractor shall, in the event of a breakdown of a vehicle allocated for a journey to be undertaken on behalf of Northampton General Hospital NHS Trust, supply an equivalent replacement vehicle at no additional cost. If no equivalent replacement vehicle is available at the time the journey is required, the trust will be entitled to go elsewhere. The cost of such journeys will be picked up by the Contractor.

4. Quality of Service

- 4.1 All vehicles used in conjunction with the contract shall at all times be maintained in a safe roadworthy and clean condition and fit for the purpose it is intended for (inside and outside)
- 4.2 Drivers employed to carry out the contract shall have due regard to the safety of their passengers and at all times shall moderate their driving so as not to cause passengers unnecessary distress by travelling at excessive speeds or taking undue risks.
- 4.3 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.

- 4.4 When a vehicle is requested to collect a passenger or light goods from an unfamiliar area, it is the contractor's responsibility to ensure that the driver has adequate information regarding the location before the journey takes place. If necessary the contractor should supply appropriate maps or street directories. Any instance where in spite of appropriate planning it is not possible to locate the person or light goods to be conveyed the driver must report the fact to the Authorising Officer immediately before leaving the area so that new direction of instructions may be given.
- 4.5 Any changes to the vehicles available within the term of the contract must be forwarded to the Trusts Authorised Officer at the time of the change.

5. Cancelled Journeys

- 5.1 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 charge the "per mile" rate for the distance between his depot and pick up point and return to his depot. If, however the car is not required for reasons fairly attributable to the Contractor i.e. delay in meeting request for car, no payment whatsoever will be made.

6. Confidentiality

- 6.1 Contractors are reminded of the absolute necessity for maintaining in strict confidence any information or knowledge which may come into their possession relating to the NHS, any of its staff and/or patient 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.

7. Journey Authorisation

- 7.1 The Contractor must act on verbal instructions from authorised officers within the Trust, and if there is any doubt, must raise the matter of authority after the work had been carried out. The procedure for ordering of taxis will be notified to the successful Contractor by Northampton General Hospital NHS Trust.

8. Complaints

- 8.1 The Contractor will inform the 'Authorised Officer' at the Trust, within 24 hours of being made aware, of any case where in his opinion transport has been or is being provided without proper authority. With a copy to the monitoring officer nominated by the Trust. The Contractor will also bring to the notice of the 'Authorised Officer' in writing any complaint which he/they may have by either party of the terms of this Contract.
- 8.2 In order to facilitate the investigation of complaints from service users the Contractor must provide upon request written details of each individual journey.
- 8.3 Any complaints received by the Contractor from the Trust regarding service or elements of service being provided must be replied to within 72 hours. Failure to do so will result in delay in invoice payment until the complaint is answered in writing to the satisfaction of the Trusts authorised officer. The Contractor must nominate a specific member of staff from his own team to deal specifically with complaints.

9. Transport of Specimens and other Light Goods (where applicable)

- 9.1 Pathology specimens will be packed by the sender according to UN packaging requirements (UN650 – Diagnostic Specimens and/or UN – Infectious Specimens). Packed in this way specimens are safe for transport by road, rail, air, and mail services. The packages should be restrained in a safe way within the vehicle to prevent undue shaking. The packages should not be opened within the vehicle and in the event of any leakage, the driver should return to the sender or if nearer continue to their destination and report the leakage to a member of the Laboratory staff, who will provide assistance with disinfection. If the vehicle breaks down or is involved in an accident the sending laboratory must be informed without delay. No one should handle the package until advice has been sought from the laboratory.

9.2 Blood product for transportation are tested and deemed safe. They will be packaged by the Transfusion Centre in accordance with the latest guidelines. The packages should not be opened within the vehicle and should be restrained in a safe way within the vehicle to prevent undue shaking. The packages MUST always be handed to a member of Laboratory staff and NEVER left unattended at any time. If the vehicle breaks down or is involved in an accident, the Transfusion Centre MUST be informed immediately and advice taken from them on how to proceed. In no event should anyone be allowed to touch or open the package until advice has been sought.

9.3 The range of items usually transported, as well as any patient or staff, are as follows:

- mail (case notes, x-rays, CT scan films, medical records);
- specimens;
- medical equipment;
- goods from pharmacy;
- luggage
- insulated food boxes.

The list is only indicative of the types of items which need transportation and may be subject to variation or change.

9.4 These items may require physical or mechanical assistance in completing the delivery. The Contractor must conform to the requirements of the Health and Safety at Work Act 1974 in this respect.

9.5 The Contractor will be responsible for all items in their charge and must ensure that specimens, x-rays etc are handed over directly to the staff in the receiving department concerned and not left unattended at reception areas.

9.6 Any item required to be delivered to a named individual or delivery point must be left with the individual or at the delivery point. If, for any reason, a delivery cannot be affected, all the associated paperwork or goods must be returned to the originator on the same day.

9.7 The Contractor will ensure that as part of their driver induction programme that all drivers have a basic understanding of the key contact/collection points at the Trust.

9.8 Vehicles carrying specimens must carry warning signs on the vehicle and have cool box carrying facilities.

10. INFOPOINT

10.1 Northampton General Hospital NHS Trust has an independent agreement in place with INFOPOINT who have five (5) telephone points located around the hospital site, INFOPOINT will work with the service provider to ensure that their services are advertised in the correct manner across the site, but please note there will be a fee associated with this service but it the responsibility of both providers to agree this outside of this contract..

11. Advertising (where applicable)

11.1 If required as part of the Contract and with prior approval from the Trusts authorised officer, the Contractor shall have the right to display notices promoting his taxi service in association with each wall mounted taxi phone/payphone. Notices will however be submitted to the standards required by Northampton General Hospital NHS Trust and must be maintained in a neat and tidy condition at all times. Northampton General Hospital NHS Trust shall have the right to remove any sign or notice that does not meet the standards required by the Trust. Hand written notices will NOT be accepted under any circumstances.

11.2 Northampton General Hospital NHS Trust will endeavour to remove unauthorised notices advertising other taxi services which may appear from time to time, but accepts no responsibility for any loss of business which may occur from the display of such notices.

11.3 The Contract does not give the Contractor sole rights to advertising taxi services within the Trust. However, Northampton General Hospital NHS Trust will not enter into any agreements to

produce printed advertising matter directly with other taxi contractors but advertising for taxi services may exist or be negotiated by advertising agencies or third parties as part of an agreement to produce displays, brochures leaflets or any form of free services to patients etc. However the Trust would ask any third party provider to work with our contracted suppliers in any of these instances but any agreement would be agreed between the two companies outside of this contract.

NB Nothing in the Contract shall be construed as entering into a tenancy or licence.

12. General

- 12.1 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 Trusts' authorised officer. Neither does the Contract provide the Contractor with exclusive rights at the Trusts' premises.

13. Road Traffic Act - Seat Belt Regulations

- 13.1 The Contractor must ensure that all current regulations regarding seat belts are adhered to, which includes the driver's responsibility to ensure that children under 14 years of age wear seat belts.

14. Licences and Insurance

- 14.1 The Contractor shall be licensed in accordance with Section 55 of the Local Government (Miscellaneous Provisions) Act 1976, as a licensed operator of private hire vehicles.
- 14.2 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 driver of private hire vehicles.
- 14.3 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.
- 14.4 The Contractor must produce evidence of licences and appropriate insurance prior to the commencement of the Contract and subsequently throughout the contract period on an annual basis.
- 14.5 Failure to maintain an operator's licence or to utilise only licensed drivers and vehicles, and or failure to produce evidence of such licences as required will lead to automatic termination of this Contract.
- 14.6 Failure to maintain the appropriate insurances as required will lead to automatic termination of this Contract.

15. Communications

- 15.1 The possible provision by the Contractor (to be discussed), free of all charges, a direct radio link or a free phone number between the Trust's main site and the Contractor's Control Room.
- 15.2 The Contractor will provide an alternative contact telephone number for general enquiries.
- 15.3 The Contractor will provide an alternative contact telephone number for access to the Contract manager.

16. Safety

- 16.1 Free access to the taxis for the purposes of inspection of the vehicle must be provided for the Trusts' 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 roadworthiness.

- 16.2 The Contractor will ensure that the taxis used are maintained in a roadworthy condition as required by the appropriate regulations. The vehicles used should be at least four door, kept in good condition, be kept as clean as possible 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.
- 16.3 All vehicles must be identified with the company logo, prominently displayed. Drivers must wear a photograph type identity badge, which identifies the company name and the driver's name or number, a duplicate of which must be displayed on the dashboard. Drivers must adhere to the indicated speed limits shown whilst driving on any Trust properties at all times and they must comply with all speed limits and regulations on the highway.
- 16.4 The Contractor must ensure that drivers of vehicles on hire under this contract do not allow passengers to enter or leave the vehicle whilst in motion, or to collect or discharge passengers at other than specified collection and destination points.

17. Conduct

- 17.1 The Contractor must ensure that at all times the drivers are of clean and tidy appearance and that a dress code will be required and adhered to at all times. It is the Contractors responsibility to advise and inform the drivers what style of dress code is required and for the individual drivers to provide and wear at all times when undertaking the Contractual activities.

The Trust operates a 'No Smoking' policy. DRIVERS MUST NOT SMOKE WHILST ON THE TRUST'S PREMISES. ALL VEHICLES MUST BE NO SMOKING WHILST ON TRUST BUSINESS. THIS INCLUDES BOTH THE DRIVER AND THE PASSENGER.

- 17.2 Drivers must not eat, drink alcohol or smell of alcohol, or be under the influence of alcohol or drugs whilst on trust business. Drivers must at all times display a caring, sympathetic and conscientious attitude towards patients and staff.

18. Prices

- 18.1 THE PRICES SUBMITTED MUST BE FIRM FOR THE INITIAL TERM OF THE CONTRACT (3 YEARS) and may be subsequently revised at the time of extension.
- 18.2 The price per mile or the agreed charge for the journey shall be applied as appropriate. No addition will be allowed for gratuities.
- 18.3 No surcharges for attending the main hospital site will be permitted.
- 18.4 Any agreed charge for a journey, which is significantly affected by permanent road closure or changes in road access, may be considered as a special circumstance. The Contractor will notify the trusts Authorised Officer within 24 hours of such closures or changes in road access being known. Any variation to the journey charge will be by agreement with the trust. The Contractor will be notified in writing of any revised journey charges.
- 18.5 The price per mile or the agreed journey charge shall be applicable as appropriate at whatever hour the journey is made. There shall be no surcharge in respect of the number of passengers or parcels carried and no surcharge on journeys terminating outside the county boundary except as quoted. No addition will be allowed for gratuities.
- 18.6 There will be no charge for waiting for the first 15 minutes but a subsequent rate of pence per minute, as agreed on the contract, may be added to the account for the journey, provided the delay is caused by or at the request of the Authorised Officer (paragraph 19.9 refers)
- 18.7 Any price variation must be agreed with the Trust in advance, provided not less than three months notice in writing have been given.

- 18.8 In the event of the parties failing to agree on a revised contract price without prejudice to the rights and remedies of the Trust or the Contractor contained therein, the Contract shall continue in force at the previously determined price.

19. Service

- 19.1 The agreement shall cover the provision of Taxi Services as required by Northampton General Hospital NHS Trust.
- 19.2 Details are given in respect of standard journeys between premises for which the Offeror will quote a rate per journey in either direction (see Appendix B2).
- 19.3 Part of the contract is a requirement to carry out journeys to locations other than those listed in the standard journey schedule. All other journeys will be charged per mile and may include journeys to non Health Authority/Trust premises. These may include journeys outside the boundary of Northamptonshire. Contractors will be required to quote a fixed rate per mile for these journeys as part of the tender submission.
- 19.4 The charge for the journey must be from pick up point to drop off point only and be via the most direct route.
- 19.5 The Contractor must provide mileage calculations for any destinations not recognised or referenced within the contract. The Trust will use an AA/RAC approved route finder software package to confirm any disputed mileage claims.
- 19.6 Taxis must be fitted with two-way communication devices.
- 19.7 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 Trust as required.
- 19.8 Taxis are booked for essential Trust business only, and some bookings will involve work which is essential to the well-being and lives of the patients. Consequently, taxis must not be redirected by the contractor for any reason whatsoever, unless agreed in advance with the Trust scheduler.
- 19.9 No taxis will be kept waiting without authority. Passengers conveyed are NOT authorised to request waiting time. The Trusts 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 after the driver has notified the collection point/passenger/booking point of the taxi's arrival.
- 19.10 Taxis may be booked by the Trust Authorised Officers only. NB: When a call for a taxi is made, the Contractor's controller must be issued with a docket number to support the charge for each journey.
- 19.11 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.
- 19.12 Vehicles must not be used for the transportation of the general public or any other persons or items whilst being used on journeys requested by the Trusts. Once booked, they must be used for Trust business only.
- 19.13 Wherever possible, the Contractor shall ensure that journeys from the same site are combined so that the Trust shall be liable for one journey only.
- 19.14 If a person or items are being transported, the journey must be direct and only diverted if agreed with the Trust scheduler.

- 19.15 On arrival at the pickup/drop off point, the driver is expected where necessary to leave the vehicle to collect/deliver specified items or personnel.
- 19.16 No unauthorised bookings are to be taken. Any questionable bookings are to be referred immediately to the appropriate department or switchboard operator. The Trusts reserve the right not to pay for unauthorised bookings (paragraph 21 refers).
- 19.17 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 will be compensated with a flat rate allowance in these circumstances.

20. Response Times

- 20.1 On receipt of a request for a taxi, the contractor must guarantee that the response time will be no longer than 20 minutes that is, the taxi must be at the requested pick up point within 20 minutes of the call (see paragraph 3.5 – operation of service). If the Contractor cannot meet the 20-minute requirement at the time of booking, he must either give the best time possible or refuse the booking. The Contractor should advise staff at the booking points of known delays due to traffic problems. During the period 7pm to 7am the response time may be extended to 30 minutes. 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 of the specified time.
- 20.2 Response times have already been defined for pick-ups from the main site under the control of the party to the contract. In recognition that not all pick-ups will be made from the main site of Northampton General Hospital NHS Trust, it has been necessary to consider response times for a given radius from some arbitrary fixed point which represents a fair approximation to the 'centre of gravity' for taxi activity. The chosen point to measure all radii is to be agreed with the Authorised Officer. The response times measured from this point will, therefore, be:
- Within 5 miles radius, response time up to 20 minutes, consistent with the agreed response times to the main site
 - Within 5 to 10 miles radius, response time up to 35 minutes
 - For each additional 5 miles radius an additional 10 minutes should be added to the response time
 - As with the main response times, an additional 10 minutes may be added between 7pm and 7am
- 20.3 The Contractor will be expected to meet the following quality standards based upon the response times defined:
- 80% of taxis on time
 - 90% on time or no more than 10 minutes late
 - 100% on time or no more than 15 minutes late

The achievement of these quality standards will be assessed each month and overall for the year (based on a rolling annual average after the first year) to identify trends.

Where the Contractor fails to meet these quality standards, the Trust may elect to invoke the following:

- 20.3.1 A 5% penalty may be applied to the value of the monthly activity in which the failure occurs;
- 20.3.2 The penalty will be deducted from the payment of the next invoiced bill received immediately after the failure occurs;
- 20.3.3 The contractor will be notified of where failures to achieve quality standards have occurred;

20.3.4 Each failure to meet the defined quality standards will be discussed at the monitoring meetings and may affect the activity level placed upon the contractor and ultimately may result in the suspension or cancellation of the contract.

20.3.5 If the contractor fails to respond to a call, any costs incurred by the Trusts will be met by the contractor.

21. Invoices and Dockets

21.1 The Trust will provide the Contractor with a copy of the Taxi Hire Form confirming a specific taxi journey request. The Contractor will use this information as part of the invoicing process, with any additional information regarding the service. The consecutive numbering on the form must be quoted on all documentation, and particularly on invoices.

21.2 A consolidated invoice for the journeys undertaken by the Trust must be submitted monthly in arrears, using the information detailed on the Taxi Form as a basis for their charges.

Invoices must be submitted to:

Patient Transport Services Manager
Northampton General Hospital NHS Trust
Cliftonville
Northampton
NN1 5BD

21.3 Dockets to support invoices are to be collected once a week from Main Reception by the Contractor. Invoices will only be paid when supported by accompanying dockets.

21.4 All invoices must include the following information:

- Journey reference / docket number
- Date of journey
- Booking/Booked Time, Pick up Time and Drop off Time.
- Pick Up and Drop off point
- Name of passenger/s and or goods
- Cost of journey

22. Estimated activity levels

22.1 Taxis are booked in accordance with the needs of the Trusts and, therefore, demand may vary substantially. The following details are based on historical activity for the Trust, and Northampton General Hospital NHS Trust cannot guarantee future activity levels:

For 2015
Annual Expenditure: £69,495.54

For 2016
Annual Expenditure: £67,621.38

For 2017
Annual Expenditure: £68,561.22

Estimated Demand for wheelchair transportation
Approx. 250 journeys per annum

22.2 It is expected that the contract will be awarded to one company, however the Trust reserves the right to award a separate contract for taxis for the transportation of users' who are unable to transfer out of their wheelchair. The successful contractor(s) will not be given estimations of activity, but will have an opportunity to discuss at regularly held monitoring meetings

- 22.3 As a result of the recent expansion to the facilities at Northampton General Hospital NHS Trust, the Trust has recently taken-on additional work from other areas and this has consequently involved the transportation of patients from a variety of locations. Journeys are generally from the patient's home address to Northampton General Hospital NHS Trust and this may also involve a return journey either later the same day or at a later date.

At present, the indication is that this additional requirement will continue; however there are no set volumes of work at this stage, as the level of activity (if any) has not yet been determined.

The collection/drop off points are variable in most instances and therefore you have been requested to provide an estimate of the cost per collection/drop-off to each of the locations identified Appendix B2 - Offer Schedule.

23. Wheelchairs

- 23.1 The Contractor should have vehicles available to transport wheelchair users. Government legislation now states that it is Best Practice for vehicles transporting wheelchair users to be fitted with a High Back Headrest to prevent injury in the event of an accident. If the wheelchair user is able to transfer to the vehicle seat their chair must be stored securely along with any accessories. For users who are unable to transfer out of their chair, the vehicle must have suitable access, i.e. ramps and appropriate door size. The vehicle must also be fitted with appropriate wheelchair tie-down and occupant restraint systems (WTORS) as well as passenger safety belts. Manufacturers of WTORS give written instructions on how to use their equipment. This advice must be followed at all times.

- 23.2 Wheelchair Taxis may be required on occasion and patients may be accompanied by one or two members of Trust staff. The journey profile for these users will vary and may be for either one or two way journeys, and in most instances the journey will commence at Northampton General Hospital and will often involve the transportation of the patient to their home address.

On occasions where the journey is a one-way journey and the patient is accompanied by Trust Staff, then it is expected that Trust staff will make alternative arrangements for their return to the Trust.

There may also be a requirement to transport additional equipment on the journey and the driver may be required to provide assistance with any additional equipment being transported and assist the patient to their door.

Where 'Home Visits' are being undertaken and dependent upon the timescale and the distance travelled/location of the patients home address, it may be necessary for the vehicle to either wait at the patients address or return to collect the patient later that day, in order to transport the patient back to Northampton General Hospital.

- 23.3 Should a wheelchair be involved in a vehicle impact, the chair and WTORS should not be used again until it has been checked by the manufacturer or his approved repair agent. If there is any doubt the Contractor should contact the local Disablement Services Centre for advice. Wheelchair related incidents come under the auspices of the Medicines & Healthcare products and Regulatory Agency (MHRA) and the Department for Transport.
- 23.4 Incidents where wheelchair users or their carers have been injured or killed while travelling should be reported to the MHRA and also to the Department for Transport. Incidents should also be reported where no actual injury has occurred, but where someone may be injured should the situation reoccur. Lack of appropriate usage information or labelling faults with the equipment that are safety related should also be reported.
- 23.5 Guidance on what should be reported and how to report it is available from MHRA via its web page www.gov.uk/government/organisations/medicines-and-healthcare-products-regulatory-agency
- 23.6 There is a statutory requirement under Section 20 of the Public Passenger Vehicles Act 1981, to notify Department for Transport of any incident on a public service vehicle, which may have a bearing on passenger safety.

- 23.7 MHRA and Department for Transport collaborate on any reports received and investigate accordingly.
- 23.8 The contractor must be able to demonstrate that he has conformed to any legislation changes that may take place during the term of the contract.

24. Contract Monitoring and Quality Assurance

- 24.1 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.
- 24.2 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.
- 24.3 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.
- 24.4 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 may be sent out, analysed and subsequently made available to the contractor for action.
- 24.5 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 Trust and the contractor jointly work to continually improve the quality of service provided.

25. Monitoring Arrangements

- 25.1 Monitoring is to be seen as the joint responsibility of both the Trust 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.

- 25.5 The Trust 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.
- 25.6 Monitoring will be carried out by the Trusts' authorised officer or a person nominated for the purpose by the Trusts' authorised officers 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. Their decision will be binding on the Contractor.

26. Monitoring Procedure

- 26.1 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 Trusts' authorised officer. There will be a requirement for quarterly contract meetings or more frequently if required. The Contractor must be available to attend as required by the authorised officer or nominated representative of the Trust.
- **Investigations of customer complaints** - investigation of all customer complaints and records of findings.
 - **Random vehicle inspections** - vehicle checks will be undertaken to ensure their safety.
 - **Service User Questionnaires** - a survey of the satisfaction of users of the service.
 - **Random selection of taxis and travel by taxis** - a travel audit
- 26.2 The Trust'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.
- 26.3 Each task will be monitored to determine if the tasks have been completed in accordance with the specification.
- 26.4 The Trust's authorised officer will decide if each task sampled has been completed to the Contract standard of service.
- 26.5 For tasks, which have been completed satisfactorily, a P (Pass) will be entered on the inspection report form and an F (Fail) for unsatisfactory tasks. The Trust's authorised officer will establish whether failures were caused by factors out of the control of the Contractor.
- 26.6 Details of the Inspection Report will be communicated to the contractor as soon as practicable following the inspection.
- 26.7 Should the Trust's authorised officer be advised of a job/task performed to an unacceptable standard then he will investigate and if necessary require appropriate action. The results of such a check will not form part of the sample for that period but will be conveyed to the Trust's authorised officer and the Contractor.
- 26.8 The number of tasks assessed as failing the inspection will be expressed as a percentage of the total tasks in the samples.
- 26.9 The Contractor is expected to familiarise himself with the agreed monitoring system prior to the commencement of the contract.
- 26.10 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.

27. Policies and Procedures

- 27.1 In some instances the Trust may have their own procedures and the Contractor will be expected to comply with these so far as they affect sites to which they are applicable. The

Contractor should contact the Trust authorised officer for guidance. The Trust will as soon as is reasonably practical, provide to the successful contractor copies of all relevant policies, rules, procedures or standards. The Trust 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.

28. Risk Management

- 28.1 The Contractor must give a commitment to train their drivers and ensure they adhere to the procedures and protocols.
- 28.2 The Contractor must report all accidents, incidents or spillages whilst on Trust business to the relevant authorised officer
- 28.3 The Contractor must provide a copy of their safety policy and any risk assessments, safe systems of work, drivers instructions, safety rules or similar.
- 28.4 The Contractor must provide details when requested of their arrangements for ensuring drivers have no history of offences against other persons, that is, physical, sexual or racial assault or harassment, this includes any driver who has lived outside the UK. Any checks through the Disclosure and Barring Service (DBS) should be conducted and paid for by the Contractor.

29. Transportation of Children

- 29.1 The contractor must be able to provide, on request, a taxi fitted with a child seat, which has been manufactured to the appropriate safety standards. It is the Contractors responsibility to ensure that their drivers are familiar with the Seat Belt Regulations, and the drivers' responsibility to ensure that children less than 14 years of age wear seat belts, unless exempt from using child seats. See also paragraph 13 – Road Traffic Act.

Extra paragraph around carbon emissions and mileage will be added for the FINAL version, along with clarification around INFOPOINT.