

Social Care and Community Transport

APPENDIX 1

Appendix A – Total passenger carrying fleet list

Vehicle reg	Vehicle type	Vehicle location	Seats	Accessible vehicle
RE05RZA	Avensis car	Waymead	4	N
LK04HVU	Transit Minibus	Bracknell Day Services	13	Y
LN54RNX	Transit Minibus	Bracknell Day Services	7	Y
LN54RNU	Transit Minibus	Bracknell Day Services	7	Y
X483JLK	Iveco 49.1 minibus	Bracknell Day Services	15	Y
LK54KKU	Transit Minibus	Bracknell Day Services	13	Y
X701GCF	Galaxy car	Bracknell Day Services	6	N
LR04MKZ	Transit Minibus	Bracknell Day Services	16	N
YN03ZWH	Alero minibus	Downside	16	N
R251FEG	Transit minibus	Downside	6	Y
YN03ZWG	Alero minibus	Downside	16	N
CN51BHZ	Sprinter minibus	Downside	16	Y
CE02LYX	413CDi Treka minibus	Downside	16	Y
RJ51URG	Transit Minibus	Family Centre	14	N
LT03YPV	Transit Minibus	Forestcare	7	Y
RN04VUW	Corolla car	Forestcare	4	N
RL04LNU	Corolla car	Forestcare	4	N
RF05VCD	Corolla Verso car	Glenfield House	4	N
X834ARD	Transit Minibus	Heathlands	11	N
CN51BKV	Sprinter minibus	Heathlands	16	N
WF08USE	Transit Minibus	ITU	16	N
LK54KLA	Transit Minibus	Larchwood	13	Y
LN06UYY	Transit minibus	Youth & Community	14	N

Appendix B Adult Social Care Fleet Data Costs

	Monthly Costs	Passenger journeys per month	Cost per passenger journey	Kms per month	Kms per month (carrying passengers)	Average passenger journey km	Cost per passenger km	
BDS								
	Vehicle	£5,390.37						Excludes 85% of trial vehicle costs 2 hrs per vehicle including ITU (1 hr per day) Includes 55% of 'other' Excludes 85% of trial vehicle kms Assumes 75% of kms carrying passengers
	Driving	£3,630.67						
	2.0 FTE							
	Admin	£227.00						
	0.125 FTE							
	Total	£9,248.04						
			1977	£4.68	7739	5804.25	2.94	£1.59
Downside								
	Vehicle	£5,002.41						2 hrs per vehicle (1 hr per day) Includes 27% of 'other'
	Driving	£2,269.17						
	1.25 FTE							
	Admin	£227.00						
	0.125 FTE							
	Total	£7,498.58						
			981	£7.64	2490			

			1867.5						Assumes 75% of kms carrying passengers
						1.90			
								£4.02	
Heathlands									
Vehicle	£1,792.89								
Driving	£907.67								2 hrs per vehicle
0.5 FTE									(1 hr per day)
Admin	£227.00								
0.125 FTE									
Total	£2,927.56	651							Includes 18% of 'other'
			£4.50	2248					
					1686				Assumes 75% of kms carrying passengers
						2.59			
								£1.74	

Passenger data based on one week in June 08 (BPSSU data)
 Assumed FTE =
 £21,784

Appendix C – Taxi spend 2008/2009 in Social Care and Learning

Supplier	Cost	Period	Per Annum Pro-rated	Detail	Supplier type
A1 TAXI SERVICES	£2,060	April to Dec	£2,747	Various	
BURGUNDY PASSENGER CARS LTD	£20,108	April to Dec	£26,811	Single CTPLD client (ST)	Non approved firm, likely client could share
DIAMOND CARS	£3,663	May to July		Windsor College	Non approved firm, no longer used
JJM TAXIS & ZULU CARS LTD	£7,961	April to Dec	£10,615	Mostly single CTPLD client (Ap)	Approved firm with possible savings through sharing
MR C F BUNN	£15,299	April to Dec	£25,283	Various (absorbed Diamond Cars work)	Approved firm with possible savings through sharing
ITU Charge	£37,390	April to Nov	£56,085	Taxis provide through the Integrated Transport Unit	
Other	£523	April to Dec	£697		
Total			£122,238		

Appendix D - Social Care Transport Trial – Success Criteria

Success Area	Target Description	Metric	Notes	Actual measures (23/2/09)
Use by eligible residents	Increase use of BFC transport by eligible residents	Increase of 15% over existing (373 eligible residents)	10% of eligible residents already use BFC transport to the day centre plus an estimated 20% of those eligible have independent means of transport	73 total individual passengers (19.6%)
	Reduction in eligible residents use of taxis	No measurable benefit for BFC, but resident using the service could make savings	Enables better use of 'Individual Budgets'	
	Reduction in use of contractor (care provider) vehicles	50% reduction in transport costs at contract renewal	Achieving sufficient confidence to reduce level of transport when contracts come up for renewal	
	Reduction in parents and carers providing transport	10% of parents carers currently providing transport reporting reduced need to provide transport	A secondary impact is the potential to increase respite for parents and carers and also to increase the overall independence of the eligible resident	Survey
	Increase destinations provided by BFC and used by eligible residents	30% increase in overall destinations available	Pre trial destinations are: Coral Reef, BLC, Bracknell Day Services, Hollywood Bowl and Ravenswood.	Total destinations now 36, 620% increase
	Increase overall level of passenger journeys provide by BFC	Increase of 15%	Pre trial passenger journeys provided by BFC average 315 per week. Approx 35 of these have moved to the trial transport	10 week average is 90 passenger journeys a week (17.5% increase)
	Achieve positive customer feedback	80% of users satisfied	Customer survey of overall experience	Survey
Fare structure	Determine acceptable fare level	Increased fare from £1 to £2 does not impact demand. 80% of users see service as value for money	Customer survey	Survey
Vehicle utilisation	Demonstrate BFC ability to increase utilisation of fleet	See increase in overall level of journeys provided by BFBC above	To enable either fleet reduction or greater fleet usage in future	

	vehicles		
	Demonstrate BFC ability to accept transport bookings and deliver to promise	See increase in overall level of journeys provided by BFBC above plus customer feedback above.	Survey

Appendix E - LD trial locations visited

Location	Number of trips	Percentage
Bracknell Leisure Centre	827	17.79%
Ravenswood Village	665	14.31%
Unknown	551	11.85%
Priestwood Community Centre	440	9.47%
Downshire Golf Course	372	8.00%
Kerith Centre	286	6.15%
Hollywood Bowl	203	4.37%
South Hill Park	166	3.57%
Bracknell & Wokingham	144	3.10%
Lavendar Park Golf Centre	107	2.30%
The Wayz	105	2.26%
Coral Reef	91	1.96%
Bracknell Day Services	87	1.87%
The Point Cinema	77	1.66%
Headspace	66	1.42%
Worlds End Day Centre	66	1.42%
Easthampstead House	44	0.95%
Newtown Pippin	62	1.33%
Great Hollands Community	41	0.88%
Waymead	39	0.84%
Easthampstead Community Centre	28	0.60%
The Manor	24	0.52%
John Nike Centre	20	0.43%
Skimped Hill Health Centre	20	0.43%
Morrisons Supermarket	19	0.41%
Royal British Legion	18	0.39%
The Look Out Discovery Centre	16	0.34%
Jubilee Gardens	12	0.26%
Wyvale Garden Centre	12	0.26%
The Look In	11	0.24%
Bracknell Railway Station	10	0.22%
Edgbarrow Sports Centre	6	0.13%
K2 Community Centre	6	0.13%
Bracknell Family Centre	2	0.04%
Community Team for People with Learning Difficulties	2	0.04%
Easthampstead Baptist Church	2	0.04%
Heatherwood Hospital	1	0.02%

Appendix H – Keep Mobile and LD trial costs

	Subsidy / cost	Passenger Journeys Last Six Months Data	Pro Rated Subsidy or cost per passenger trip (excludes fares)	Aug	Sept	Oct	Nov	Dec	Jan	Notes	Subsidy or cost per passenger km (includes fares to BFC)	Assumed SLA Subsidy (at 2008 charges)	Cheapest taxi costs (non wheel chair)
KM Dial A Ride (51%)	£63,176.76	1439	£21.95	187	273	272	247	201	259	Average journey was 14.6km so average fare assumed as £6.75, therefore KM revenue = £28.70 per passenger trip	£1.50 (See note 2)	£25.27 per passenger trip	£11.60
KM Shopping (28%)	£34,685.28	472	£36.74	90	84	76	94	52	76	Fare is £7 per return with Council recharged £3.50 for subsidised fares. Average journey is 4.2km, KM revenue = £40.24 per passenger trip	£8.74 (or £9.16 if using subsidy) (See note 2)	£231.23 per vehicle return trip	£5.10
KM Group Transport (21%)	£26,013.96	706	£18.42	84	130	144	131	125	92	Average journey was 8.3km so average fare assumed as £8.31, KM revenue = £26.73 per passenger trip	£2.22 (See note 2)	£32.51 per vehicle trip	£7.70
Social Care Trial (includes £9,000 Customer Service costs)	£53,011.63	2561	£10.35	235	433	612	500	322	459	Average journey is 5.3km. Current fare is £2	£1.58		£5.80
Social Care S324A with KM (costs are annual extrapolated from last six months data)	£15,558.18	412	£18.88	58	58	80	75	60	81	Average journey is 12.11 km	£1.56		£10.00

Note 1 - Social Care trial and S324A mileage is for point A to B distance

Note 2 - KM mileage does include positioning to point A.

Note 3 - KM receives £5 per year subscription from members

Appendix F – LD trial Questionairre Responses

A - very satisfied

B - Satisfied

C - Neither satisfied or unsatisfied

D - Unsatisfied

E - Very unsatisfied

How satisfied are you with transport provided for the trail ?

	A	B	C	D	E
Responses	3	8	6	0	0
Percentage	18%	47%	35%	0%	0%

How satisfied are you with booking the transport ?

	A	B	C	D	E
Question 4	3	1	6	6	0
Percentage	19%	6%	37.5%	37.5%	0%

Has the transport trail reduced the need for your parents or carers to transport you ?

	Yes	No
Question 5	6	10
Percentage	37.5%	62.5%

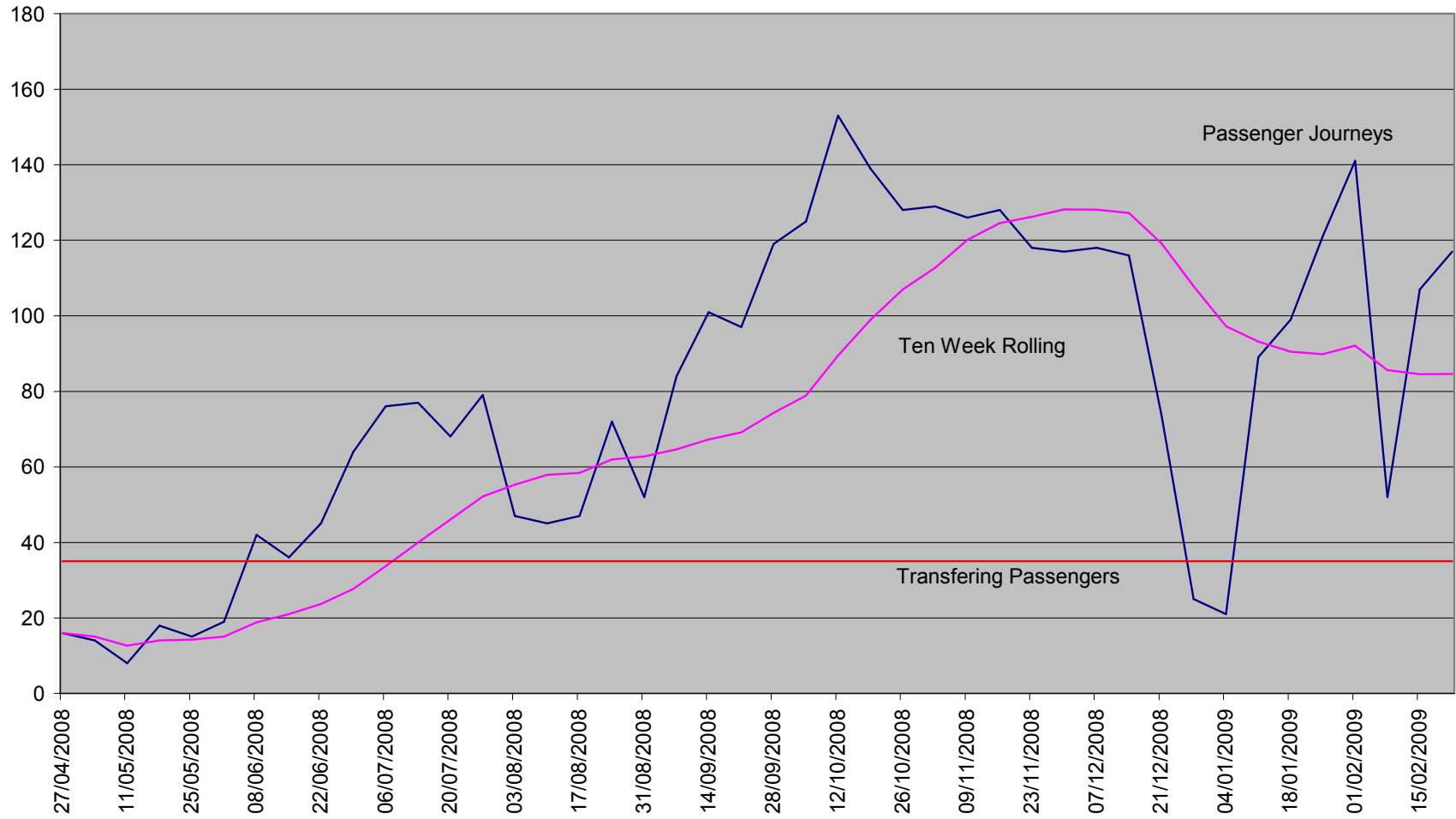
Has the transport trail reduced the need for you to use taxis ?

	Yes	No
Question 6	5	11
Percentage	31%	69%

Does the trail provided "value for money" ?

	Yes	No
Question 7	12	5
Percentage	70.5%	29.5%

Appendix G - Passenger Numbers on LD Trial April 2009 - February 2009 Single Vehicle



Appendix H – Social Care staff involved in driving / escorting duties February 2009

Title (Desc)	Preferred Name	Surname	Job Title	Org Unit
Mr	Stewart	Williams	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mrs	Susan	Riahi	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mrs	Andrea	Joyce	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mrs	Christine	Hambleton	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mrs	Lol	Memmott	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mrs	Lisa	Aspland-Bento	RELIEF DRIVER/CARE ASST	Adult Services Casuals
Mr	Iain	Harvey	DRIVER/ESCORT	LD - Day Services
Mr	William	Hempstead	DRIVER/HANDYPERSON	LD - Day Services
Mrs	Lol	Memmott	DRIVER/CARE ASSISTANT	Downside
Mrs	Pauline	Cleverly	DRIVER/CARE ASSISTANT	Downside
Mrs	Beryl	Foster	DRIVER/CARE ASSISTANT	Downside
Mrs	Doreen	Hibbert	DRIVER/CARE ASSISTANT	Downside
Miss	Stephanie	Bartrop	DRIVER/CARE ASSISTANT	Downside
Mr	Bill	Rayburn	DRIVER/CARE ASSISTANT	Downside
Mrs	Christine	Leonard	DRIVER/CARE ASSISTANT	Downside
Mrs	Lillian	Shelton	CARE ASSISTANT/DRIVER	Heathlands Day Centre
Mrs	Catherine	Patel	CARE ASSISTANT/DRIVER	Heathlands Day Centre
Mr	David	Reason	DRIVER/HANDYPERSON	Heathlands EPH
Mr	Christopher	Bowles	DRIVER/GARDENER/HANDYPERSON	Family Centre

Appendix I – Description of centres and locations

LARCHWOOD [1 vehicle, 13 seats]

Larchwood is a short break unit, providing respite care for children/young people who have a learning disability. The children and young people who access Larchwood are aged between 5 -18 years of age.

The unit is situated in a quite residential area close to the town centre, local resources and facilities. The accommodation is all on the ground floor level and has appropriate access to all areas.

Facilities in the unit include adapted bath, fixed and mobile hoisting equipment, sensory room, children's touch screen computer and a large garden which includes a trampoline and specialist play equipment.

Larchwood is registered with Ofsted as an eight bedded unit. The aim of the unit is to offer planned short breaks for children and young people, ensuring individual needs are being met and working closely with their families and other professional involved. The unit is a child-focused environment providing opportunity for children to meet new people, make friends, develop new skills and experience a range of activities within the local community. It offers :

- Overnight visits
- After school care
- Teenage club
- Weekend day care

DOWNSIDE [5 vehicles 70 seats]

Downside Resource Centre is in the heart of the community and provides day care and access to community facilities for people with long term conditions and the elderly.

Its main aim is to keep people active and interested in things around them. We achieve this through tutored college courses and an on-going programme of activities and special events within the Centre.

During the last year service users enjoyed eighty-seven trips out, including visits to local places of interest and coffee mornings out.

HEATHLANDS RESIDENTIAL HOME & DAY CENTRE [2 vehicles 27 seats]

Heathlands is a residential home that aims to provide a warm, friendly and secure environment for elderly people.

Adjacent to the home is a 12 place purpose built day unit for elderly, mentally infirm clients that's open 7 days a week and provides transport, meals and daily activities.

GLENFIELD HOUSE [1 vehicle 4 seats]

Glenfield House is a sheltered housing project for clients recovering from mental illness. Clients are allocated a self contained flat and become a tenant of the Council.

The unit has large communal areas for clients to use for daily interaction. Glenfield also provides 4 respite beds and one alternative to hospital bed for clients who become unwell but do not require a visit to a hospital.

Respite has individual bedrooms and shared kitchen, barroom and lounge facilities. The alternative to hospital room is a self contained flat. The staff team consists of 13 staff who provide 24hr care (1 member of staff sleeps at the unit each night). The team consists of:

- unit manager
- deputy manager
- 8 residential care workers
- 2 outreach workers
- 1 admin officer

The staff provide support on a daily basis for budgeting, cooking, self-care skills and help with medication. Our overall aim is to move clients on to live on their own in the community. Support continues once they leave by our outreach workers.

The care managers in the Community Mental Health Team at Time Square refer all clients. All referrals come with an up to date risk assessment in order that all risks can be managed safely in this community setting.

The Council has an obligation to provide sheltered housing in line with the Community Care Act. We work closely with our colleagues in Housing and the local psychiatric ward at Heatherwood Hospital.

BRACKNELL DAY SERVICES [7 vehicles, 77 seats], Waymead [1 vehicle, 4 seats]

Services for people with a learning disability and their carers are provided by the Community Team for People with a Learning Disability, which is made up of people from local Health Services and Bracknell Forest Social Services.

Depending on needs and circumstances, the team may be able to arrange or provide:

- Counselling, support and information on benefits and voluntary groups
- Personal, practical and social care and support in your home if you are living independently (home care)
- Meals during the week for those people unable to provide for themselves by any other means
- Aids, equipment and house adaptations to help with daily living
- Day services or resource centres to develop everyday living skills joint in activities, meet new people and train for a job
- Short-term care (respite) can help you to experience life away from home and gives carers a break. Sometimes respite can be arranged in your own home
- Residential or nursing home care provides a long-term home and the opportunity to develop independent living skills
- Housing advice about what housing options are available to you
- Help with travel

BRACKNELL FAMILY CENTRE [1 vehicle, 14 seats]

Bracknell Family Centre provides support for families who are experiencing difficulties and where there is a risk of breakdown in family relationships. Support includes a general session for families, parent groups, individual work, intensive programmes for families, counselling and play therapy. If the family includes a child with a disability, there is a range of facilities and resources available, including a sensory unit.

YOUTH & COMMUNITY [1 vehicle, 14 seats]

Used to carry young people to events on an ad hoc basis.

FORESTCARE [3 vehicles, 15 seats]

The van is used occasionally by the 'Falls group' to transport elderly people from home to clinic and on adhoc non passenger use.

Both cars are used frequently in answer to life line calls or in the support of life line equipment, installations etc.

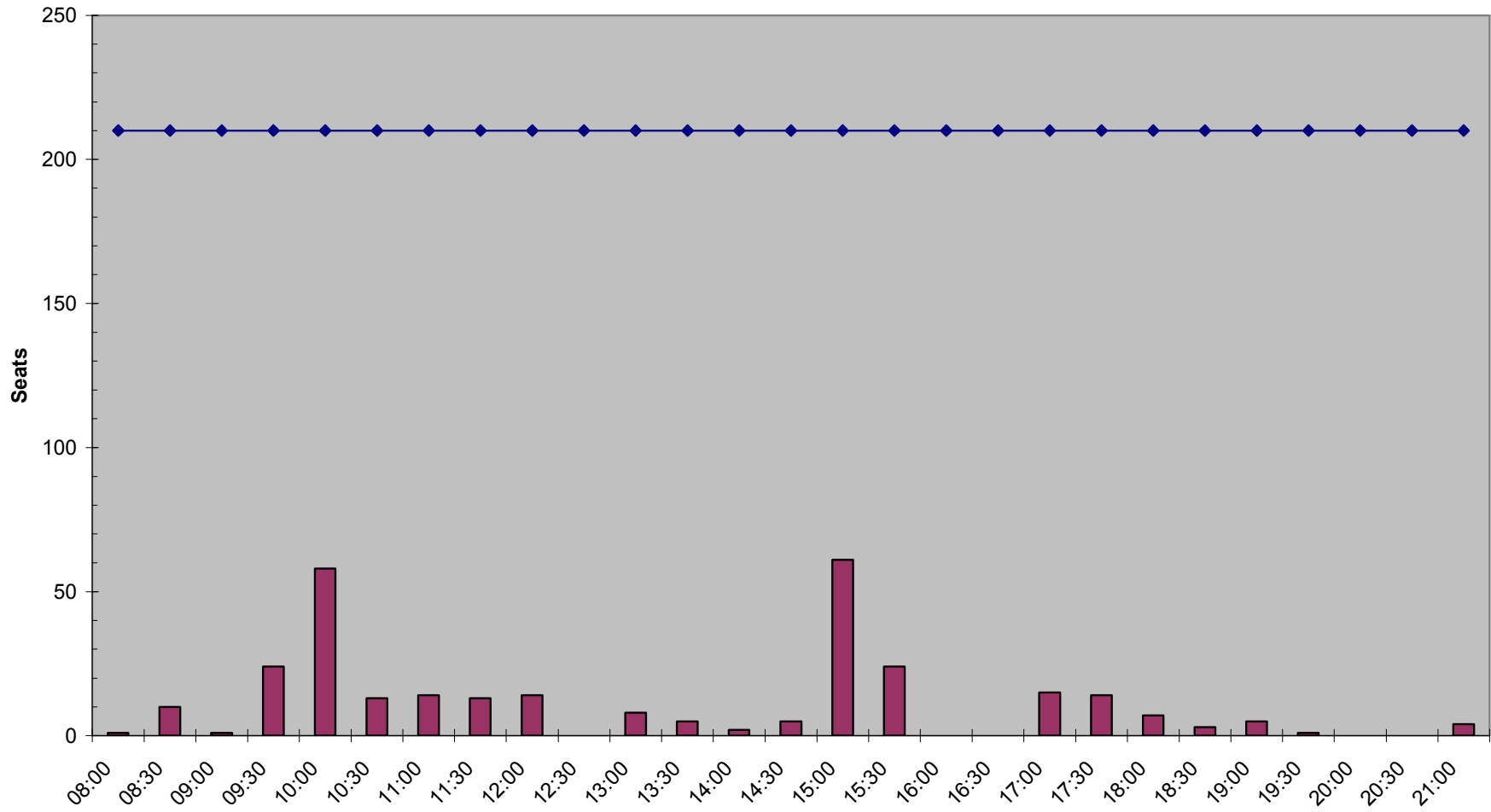
ITU [1 vehicle, 16 seats]

The Integrated Transport Unit (ITU) was set up in 2006 to provide internal and external transport services. The unit currently manages the administration and maintenance for the Council fleet of 70 vehicles. They provide advice on all transport related legislation, Council policy and vehicle related procurement. The Operator licence (O Licence) is also held within the ITU allowing the Council to use vehicles over 3.5 tones in weight.

The unit also manages the administration and contractors of home to school transport for all eligible pupils within the Borough.

The unit has a minibus which is hired out with a driver for passenger work both internally and externally. This vehicle has been operating regularly doing work for the Life Long Learning team, Sandhurst School, BFC ICT section, The Oaks Childrens Centre, Learning and Achievement and the Kerith Centre.

Appendix J - Total SC Transport - Wednesday



Appendix K – Keep Mobile Service Level Agreement

SERVICE LEVEL AGREEMENT

BETWEEN

BRACKNELL FOREST BOROUGH COUNCIL

AND

KEEP MOBILE

FOR

THE PROVISION OF COMMUNITY TRANSPORT

- the task or tasks that that person has to perform; and
 - health and safety at work; and
 - fire risks and fire precautions; and
 - the need to observe the highest standards of courtesy and consideration; and
 - the provisions within the Specification; and
 - the need to report to the Council situations which involve an actual or potential danger of personal injury to any person during the provision of the Service (where appropriate).
- (iv) comply with all relevant regulations rules and other legal requirements and in particular without affecting the generality of this obligation Health and Safety procedures and Department of Transport rules and regulations
- (v) maintain with reputable insurers adequate insurance to cover all liabilities that they might incur in providing the Service and in a sum not less than **FIVE MILLION POUNDS** (£5,000,000) for each and every claim made against the Council to Keep Mobile or either of them
- (vi) ensure that all vehicles used in the provision of the Service shall be insured in accordance with the requirements of the Road Traffic Act 1988
- (vii) prior to the commencement of the Agreement and thereafter at such other times as the Council may require, demonstrate to the satisfaction of the Council that policies for the insurances required in this clause are in effect
- (viii) provide to the Council, within 1 month of the date of commencement of this Agreement a set of documents on the following issues to assist in demonstrating that the requirements of the Specification will be met:-
- booking policies and procedures
 - membership policy

- fare structures for DAR, Voluntary Groups, and Shopping Scheme including the Council's current Concessionary Travel arrangements
- management and structure of the organisation
- member input to services and complaints procedure

together with a description of proposals for informing potential users about the Service. Keep Mobile shall thereafter inform the Council of any changes to those matters referred to in this sub-clause (viii) that are made during the Term as soon as reasonably practicable and provide relevant replacement documents

- (ix) operate and monitor a complaints procedure in a manner satisfactory to the Council. Keep Mobile shall allow the Council or the Council's agents to audit the records of any complaints upon reasonable request
- (x) gather and maintain accurate monitoring information on the Service to be made available and provided to the Council as described in the Specification
- (xi) provide the Council with copies of its annual accounts as soon as they are published
- (xii) not state or infer that it is acting as the Council's agent in any marketing material
- (xiii) obtain the Council's approval to all marketing or general information material describing the services offered under this agreement
- (xiv) not solicit any gratuity or tip or any other form of money token or reward for a trip made by a member either through itself or its employees or charge for the Service provided for in the Agreement from its members other than bona fide charges approved by the Council

Police Checks

- 2.1 In view of the Council's obligations for the protection of pupils and other vulnerable persons, the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Orders No 1 and 2 of 1986 will apply to staff employed in the performance of the Service
- 2.2 Keep Mobile undertakes not to employ any person in the provision of the Service without having first obtained a satisfactory response to their check with the Police for previous criminal convictions of that person

Council's Obligation

- 3.1 In consideration of Keep Mobile's compliance with its obligations under this Agreement the Council shall pay Keep Mobile at the rate of £9,622 a month until the 1st April 2007. Payments for each following 12 month period of the Term shall be notified by the Council to Keep Mobile as soon as reasonably practicable once the Council's budget for the Service has been allocated and approved for the period concerned.
- 3.2 Payments shall be payable by the Council monthly in arrears in equal instalments.

Term

- 4.1 This Agreement shall commence on 1st March 2007 and shall continue until the 31st March 2011 or until the end of any period of extension of the Agreement in accordance with this clause 4.1 ("the Term"). This Agreement may be extended at the option of the Council for up to two consecutive periods of 12 months by the Council giving to Keep Mobile no less than 2 months written notice of intention to extend this Agreement which notice shall expire prior to the end of the then current contractual term

Termination

- 5.1 Either party may terminate the Agreement at any time by not less than three months' notice in writing to the other
- 5.2 The Council may terminate this Agreement forthwith if:-

- (i) there is a fundamental breach of this Agreement by Keep Mobile
- (ii) Keep Mobile fails to comply with any notices served by the Council for it to remedy any defects in the manner in which the Service is provided within the time specified in such notice
- (iii) Keep Mobile has distress levied against its goods or execution levied against it or the making of any composition or arrangement with creditors or the liquidation of Keep Mobile (other than a members' voluntary liquidation)
- (iv) in the event of recurrent failure to provide the Service in accordance with the Agreement

5.3 Keep Mobile may terminate this Agreement if the Council fails to pay for the Service in accordance with the terms of this Agreement

5.4 The Council shall be entitled immediately to terminate this Agreement and to recover from Keep Mobile the amount of any loss resulting from such termination if:-

- (i) Keep Mobile shall have offered or given or agreed to give any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to this Agreement or any other Agreement with the Council
- (ii) the like acts shall have been done by any person employed by Keep Mobile or acting on behalf of Keep Mobile (whether with or without the knowledge of Keep Mobile)
- (iii) in relation to any Agreement with the Council Keep Mobile or persons employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972

Repayment to the Council

- 6.1 If this Agreement is terminated under either clause 5.2 or 5.4 hereof and the Council has made payments to Keep Mobile for any period beyond the date of termination then Keep Mobile shall repay the Council within 28 days of the date of the date of termination the proportionate amount of such payment

Confidentiality

- 7.1 Save for information already in the public domain or Keep Mobile's knowledge Keep Mobile and Keep Mobile's staff shall treat as confidential and shall not disclose to any person other than a person authorised by the Council any written and confidential information acquired by Keep Mobile or Keep Mobile's staff in or in connection with the provision of the Service concerning the Council's premises the Council its staff or procedures

Health & Safety

- 8.1 Keep Mobile shall in performing the Service adopt safe methods of work in order to protect the health and safety of its employees and the employees of the Council and of all other persons including members of the public and service users and shall comply with the requirements of the Health & Safety at Work Act 1974, the Management of Health and Safety Regulations 1992, the Control of Substances Hazardous to Health (COSHH) Regulations 1988 and 1994 and the Road Traffic Act 1988, HSE guidance notes and approved Code of Practice and of any other Acts Regulations Orders or any European Directive pertaining to the health and safety of persons and shall have regard to the Council's health and safety policy
- 8.2 Keep Mobile shall, prior to the commencement date of this Agreement make arrangements for an officer of the Council to view a written copy of its health and safety working procedures relating to the performance of the Agreement
- 8.3 Keep Mobile shall review its health and safety policy and safe working procedures as often as may be necessary and in the light of changing legislation or working practices and shall notify the Council in writing of any such revisions.

8.4 Keep Mobile shall advise the Council of the name address and telephone number of the person within its organisation responsible for health and safety and welfare matters

8.5 Keep Mobile shall be responsible for ensuring compliance with aforementioned safety policies

Disputes

9.1 If there is any dispute between the parties they agree to use reasonable endeavours for a period of 28 days to resolve it. If at the end of that period it remains incapable of resolution then the parties shall within 14 days jointly appoint a person to arbitrate on their dispute and all parties agree to:-

(i) comply with the requests for information of the arbitrator as soon as possible; and

(ii) abide by the decision of the arbitrator

Data Protection

10.1 Keep Mobile shall comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Council against all actions costs expenses claims proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises from the use disclosure or transfer of personal data by Keep Mobile and agents

Contracts (Rights of Third Parties) Act 1999 – Contracting Out

11.1 Notwithstanding any other provision of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it

Variations

12.1 Any variation to or addition to this Agreement will only be binding on the parties if it is made in writing signed by authorised signatories of all the parties

12.2 The Schedules to and any amendments of or variations to this Agreement shall form part of this Agreement. The singular includes the plural and vice versa. One gender includes the others

Set Off

13.1 The Council may at any time set off money due to the Council from Keep Mobile against any money due from the Council to Keep Mobile whether under this Agreement or otherwise

Laws

14.1 A reference to an Act of Parliament or any Order Regulation Statutory Instrument or the like shall include any amendment extension or application by or under any other enactment or Order or re-enactment of the same

IN WITNESS whereof the parties have executed this Agreement the day and year above written

**THE COMMON SEAL of BRACKNELL
FOREST BOROUGH COUNCIL** was
hereunto affixed in the presence of:-

.....
MAYOR

.....
BOROUGH SOLICITOR

EXECUTED AS A DEED by
KEEP MOBILE COUNTRY TOURS LIMITED
acting by:

.....
.....

Authorised officers empowered to sign this
Agreement on behalf of Keep Mobile
Country Tours Limited

APPENDIX 1

SPECIFICATION OF THE SERVICE

1 BACKGROUND INFORMATION

1.1 The Borough Council has for some years supported Community Transport Services on behalf of approximately 3,000 eligible Bracknell Forest residents. Annual operational mileage of the supported services is estimated to be in the region of 100,000 miles plus. The services include:-

- Dial-A-Ride (DAR)
- Voluntary Group Travel
- Scheduled Shopping Trips

1.2 This Appendix records a minimum service level for the provision of the Service by Keep Mobile.

2 KEEP MOBILE'S SERVICE LEVELS AND CHARGES

2.1 The services detailed in this specification should be available to all residents of Bracknell Forest who are unable to access conventional public transport services because of mobility difficulties through age, physical disability, sensory impairments, learning disabilities or mental health difficulties.

2.2 The payments made under this Agreement may not be used for any purpose other than the provision of community transport services for those residents of Bracknell Forest as described.

2.3 Transport is to be provided within and across Borough boundaries and subject to the scope of services as detailed in this section to include the neighbouring districts of:

- Windsor & Maidenhead;
- Wokingham;
- Slough;
- Camberley;
- Reading.

This would not preclude Keep Mobile from entering into separate arrangements with users for trips further afield, though such journeys would be outside the scope of this proposed contract.

2.4 It is expected that users of the services would be required to contribute towards the cost of transport. These charges would be levied direct by Keep Mobile, and retained as part of the payment for the cost of the service. Charges made in 2006 are listed in **Table 1**.

2.5 *To ensure that all eligible residents are aware of the availability of Community Transport services, it will be the responsibility of Keep Mobile, assisted by, and in partnership with the Council, to advertise to*

that effect in appropriate ways, and to continue to promote the service proactively throughout the term of the Agreement.

2.6 Keep Mobile will use its best endeavours to support the following services:-

Voluntary Sector Group Services

Pre-booked transport for voluntary sector groups, providing a service to disabled and older residents unable to access mainstream public transport or vehicle hire. Transport provided under this category of the Service enables group members to attend meetings and participate in social events such as theatre trips, and includes transport for daytime, evening and weekend events. A current list of supported groups shall be maintained by Keep Mobile and a copy of the list supplied to the Council on each amendment. No group previously supported by the Council shall be removed from the list of supported groups without the agreement of the Council.

An estimated 800 one-way trips.

Shopping Trips Transport Service

Shopping trips services open to individual users. A Schedule of Shopping Trips running in 2006 is shown in **Table 2**, though this is subject to variation. A current list of trips should be maintained by Keep Mobile and a copy of the list supplied to the Council on each amendment. Holders of concessionary fares bus passes should have access at half fare cost to the scheduled Shopping Trips Transport Service. Separate payments will be made to the Contractor by the Council to recompense for the fare reduction as a result of this use of concessionary fare passes.

An estimated 150 return trips

Dial-a-Ride (DAR)

Trips by individuals, booked in advance through individual booking systems, with dedicated booking hours detailed by Keep Mobile, comprising of one-off trips in the following categories:-

- Shopping trips;
- Visiting friends and family (which may include visiting hospitals);
- Leisure based trips (e.g. sports facilities, cinemas, restaurants, etc.);
- Transport to work;
- GP/Dentist appointments;
- Transport to hospital appointments where the individual does not meet Health Authority transport criteria (not for use as regular hospital attendance transport)

An estimated 2,500 one way trips by individuals, though the service is subject to user demand and resource availability. It is expected that charges made to users shall be maintained at a level which shall be more than the lowest public transport fare for a similar journey.

Table 1
Charges payable by users to the Community Transport Contractor – 2006

Voluntary Sector Group Services

	Within Bracknell Forest	Outside Bracknell Forest
Weekday	£0.81/ km	£1.11 / km
Weekend	£0.81 / km	£1.35 / km
Excursions	Quote	Quote

Shopping Trips Transport Service – all destinations £6.00

Dial-a-Ride Services - for one way trip distances

<3.5 km	< 5 km	<8 km	<11 km	<16 km	< 20 km	<25 km	> 25 km
£1.30	£2.10	£3.40	£4.65	£6.25	£7.30	£8.40	Quote

Table 2
Schedule of Shopping Trips – 2006

Day	Destination
First Monday of Month	Camberley/Meadows
First Thursday of Month	Wokingham/Tesco
First Friday of Month	Bracknell
Second Monday of Month	Reading
Second Tuesday of Month	Farnborough
Second Friday of Month	Bracknell/Tesco(Warfield)
Third Monday of Month	Wokingham/Tesco
Third Tuesday of Month	Windsor/Slough
Third Wednesday of Month	Woodley
Third Friday of Month	Camberley/Meadows
Fourth Tuesday of Month	Farnborough
Fourth Wednesday of Month	Bracknell

OPERATING LICENCE AND VEHICLES

- 2.1 ***The service shall be provided by licence under Section 19 of the Public Transport Act 1985, and delivery of the service through this Agreement is on a not-for-profit basis.***
- 2.2 ***All transport provided by Keep Mobile under this Agreement shall be provided using accessible vehicles.***
- 2.3 Partnerships may be permissible, subject to approval by the Council, However, the ultimate responsibility for service provision will remain with Keep Mobile.

3 DRIVER TRAINING AND MONITORING

- 3.1 All staff and volunteers must be subject to a Criminal Records Bureau Disclosure, the cost of the checks to be borne by Keep Mobile. All driver licenses should be checked and regularly monitored. All staff will receive appropriate training as detailed in the MIDAS scheme and DTLR guidance on good practice prior to the commencement of duties. No person shall drive or be a driver assistant (excluding an individual's carer) for Bracknell Forest residents without training to MIDAS standards. The only exception to this will be when a new recruit is under supervision and being assessed, prior to commencement of training. Disability awareness training is recommended for all staff.

4 SERVICE MONITORING INFORMATION

- 4.1 Keep Mobile shall provide monthly information to the Council on travel provided under this agreement, detailed as follows:-.

The number of different individuals or groups using each category of service.
The number of shopping trips supplied
Any shopping trips which were cancelled
The number of trips supplied to voluntary groups
Operational mileage in each category
The number of trips refused, by category of service
List of vehicles in operation
Description of any significant operational problems

- 4.2 In addition, access to all computer held operational data relevant to this agreement shall be provided to an authorised officer acting on behalf of the Council when required, at the offices of Keep Mobile. Data will not be downloaded by the said officer.
- 4.3 A review meeting will take place between the Council and Keep Mobile on average every 2 months during the term of the Agreement. The meetings will allow Keep Mobile to demonstrate that the needs of Bracknell Forest community transport users, across all age ranges and groups, are being met and to enable either party to raise issues for discussion.

4.4 **PAYMENTS**

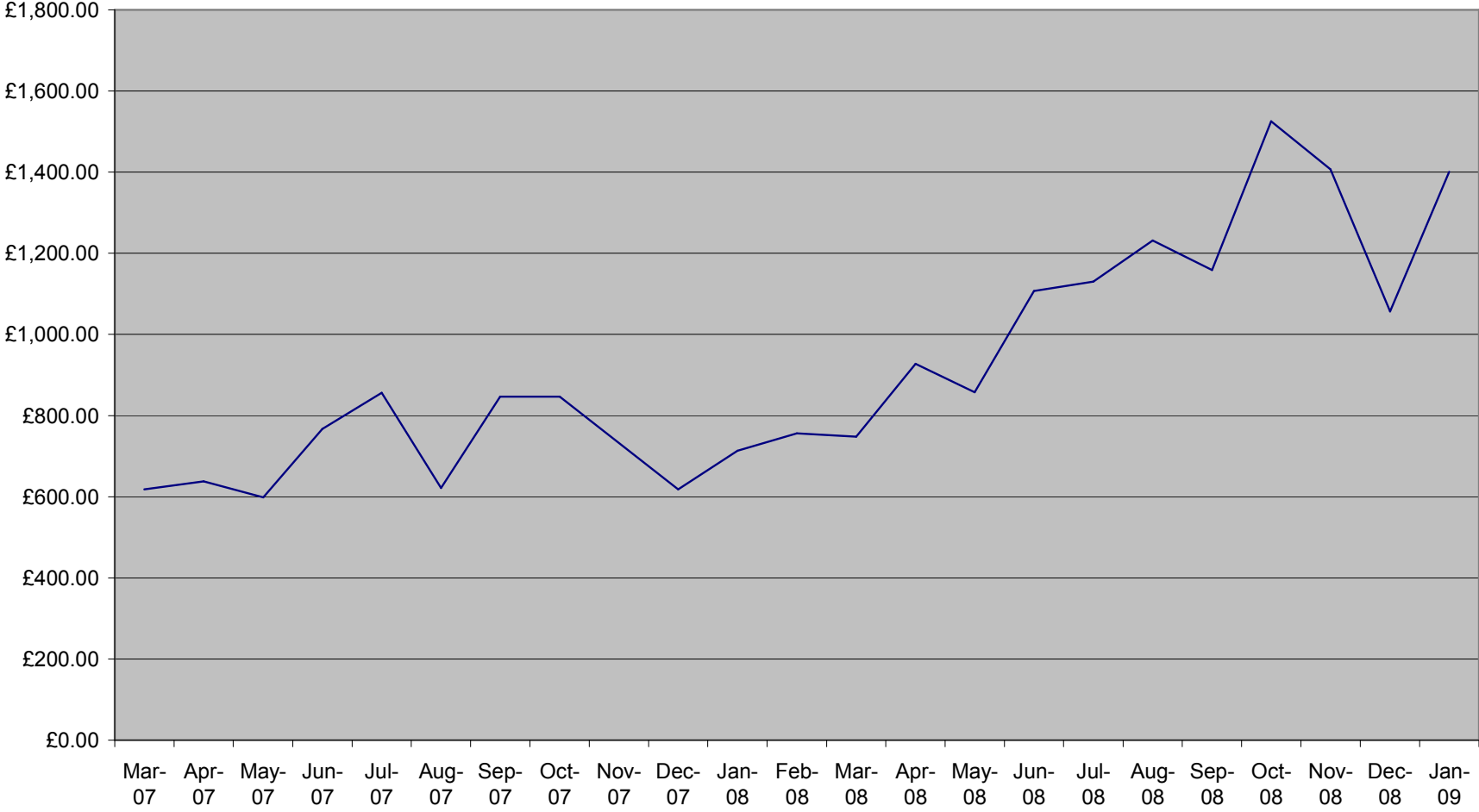
- 4.5 Payments shall be payable by the Council monthly in arrears in equal instalments.
- 4.6 Payment may be withheld if the Council is reasonably satisfied that any one or more of the following applies:-
- that services are not being provided to all sectors of the client base as detailed under **Section 2**;
 - that the payments are not being used for provision of the Service;
 - that full monitoring information as detailed in **Section 5** is not supplied.
- 4.7 Reimbursement of concessionary fares discounts made during the period covered by this Agreement will be made, in arrears, on receipt of invoices.

RC 22-0207PT/CT/SLA

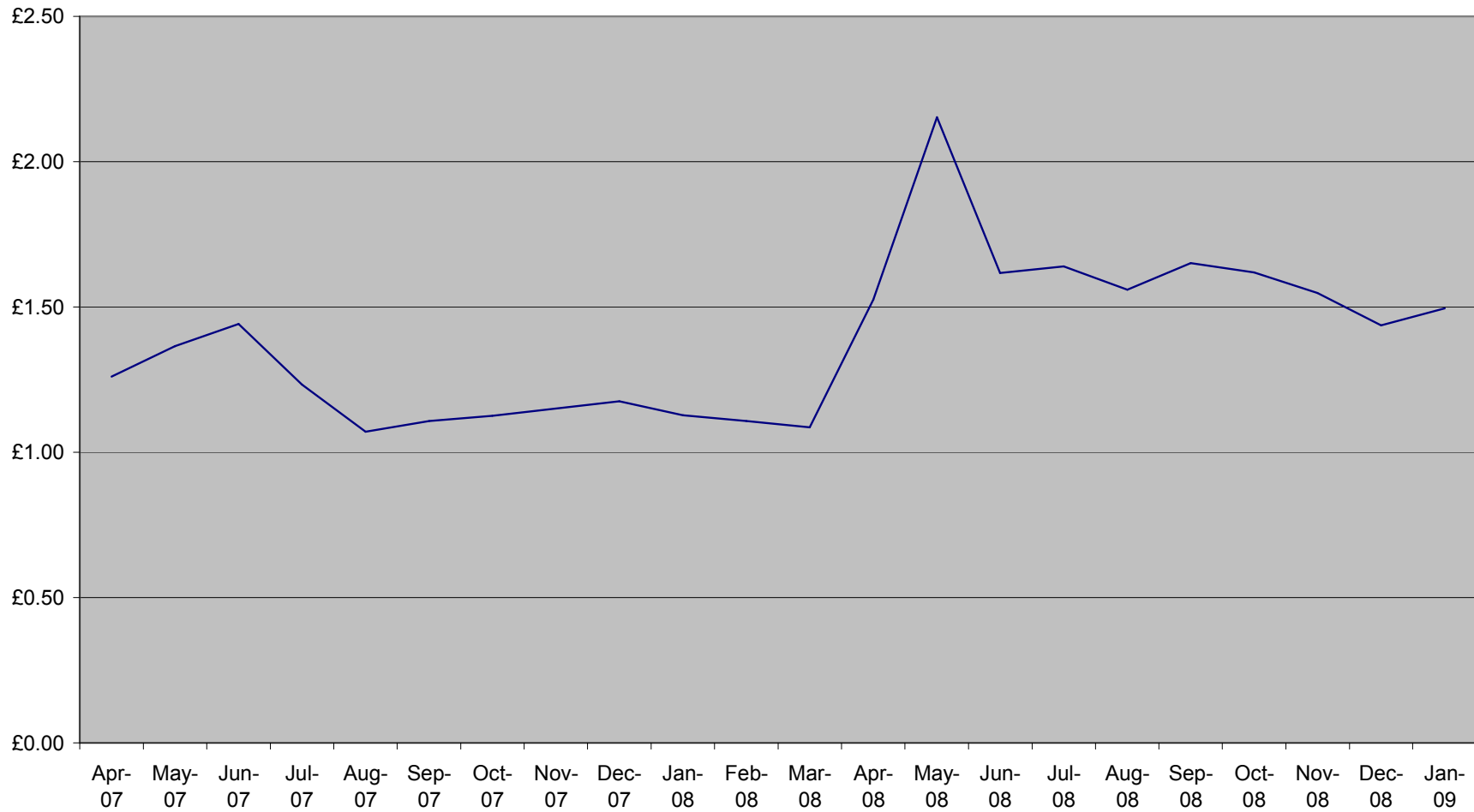
Appendix L - Total transport cost comparison

	Annual passenger trips (based on 6 months data (August to January))	Average Journey Length (km)	Cost to Client (per km)	Cost to BFC (per km)	Total Cost (per km)	Cost to Client (per journey)	Cost to BFC (per journey)	Total Cost (per journey)	Best Taxi (non wheel chair)	Best Taxi (wheel chair)
Keep Mobile Dial A Ride	2878	14.6	£0.46	£1.50	£1.97	£6.75	£21.95	£28.70	£11.60	£17.40
Keep Mobile Shopping (No subsidy)	944	4.2	£0.83	£8.75	£9.58	£3.50	£36.74	£40.24	£5.10	£7.70
Keep Mobile Shopping (Subsidy applied)	944	4.2	£0.42	£9.16	£9.58	£1.75	£38.49	£40.24	£5.10	£7.70
Keep Mobile Group Transport	1412	8.3	£1.00	£2.22	£3.22	£8.31	£18.42	£26.73	£7.70	£11.50
Keep Mobile Social Care (S324A)	824	12.1	£0.00	£1.56	£1.56	£0.00	£18.88	£18.88	£10.00	£15.00
Learning Disabled Trial	5122	5.3	£0.38	£1.58	£1.95	£2.00	£8.35	£10.35	£5.80	£8.70
Day Centre Transport	23724 *	2.9	£0.00	£1.61	£1.61	£0.00	£4.68	£4.68	£4.30	£6.50
Downside Transport	11772 *	1.9	£0.00	£4.02	£4.02	£0.00	£7.64	£7.64	£3.70	£5.50
Heathlands Transport	7812 *	2.6	£0.00	£1.73	£1.73	£0.00	£4.50	£4.50	£4.10	£6.20
* Passenger numbers derived from data collected for one week in June										

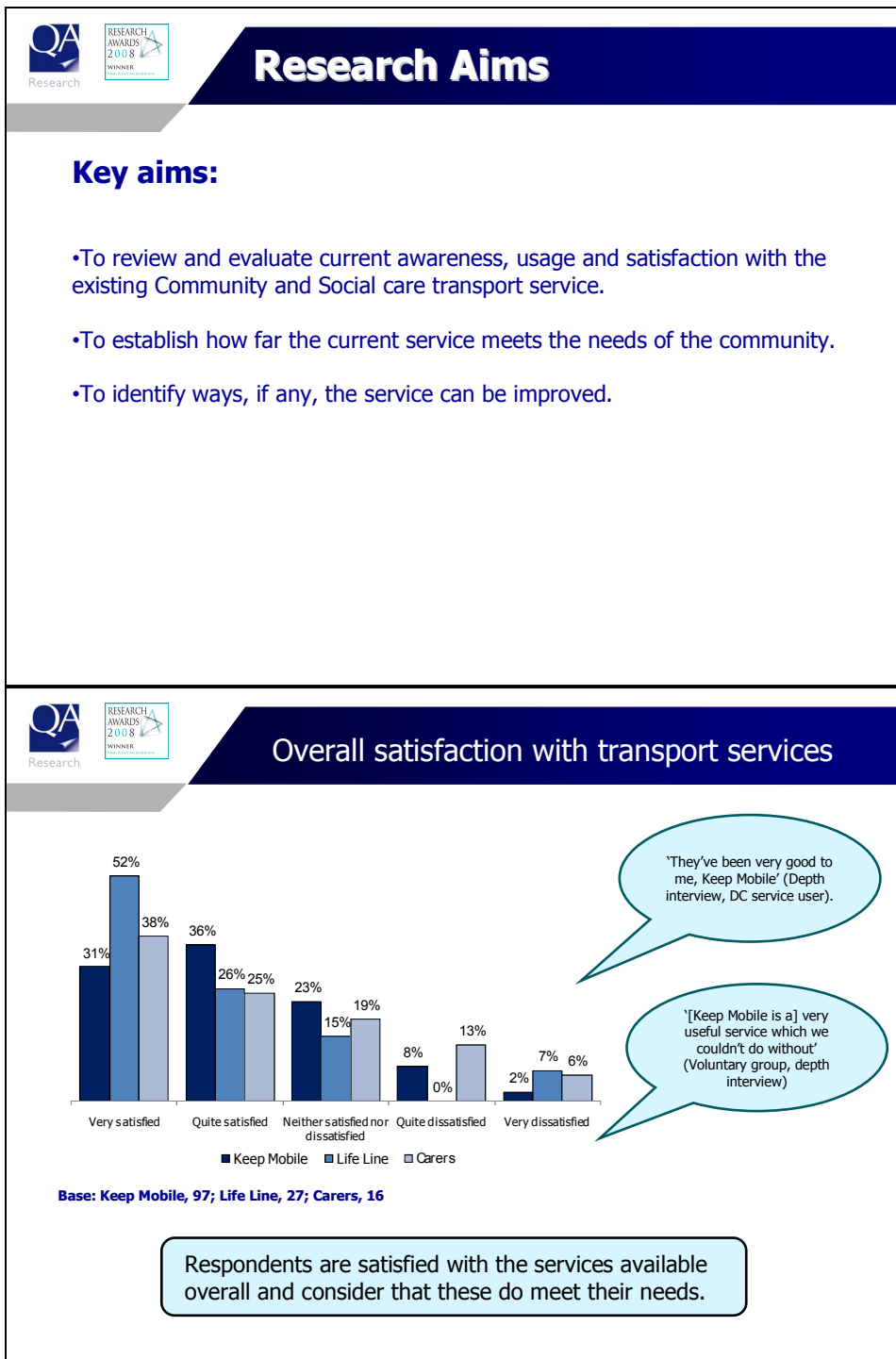
Appendix M - S324A Monthly Spend on Keepmobile



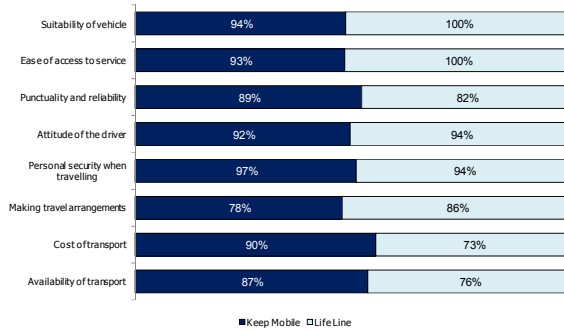
Appendix N - S324A Cost Per Kilometer Charged by Keep Mobile



Appendix O – Consultation Key Findings



Overall satisfaction with transport services



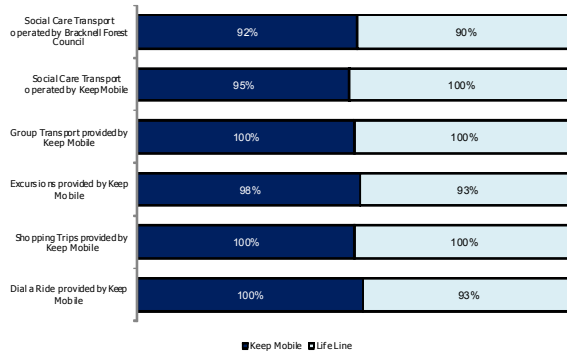
'They've been very good to me, Keep Mobile' (Depth interview, DC service user).

'[Keep Mobile is a] very useful service which we couldn't do without' (Voluntary group, depth interview)

Base: Range. Keep Mobile, 64-78; Life Line, 11-18

Respondents are satisfied with the services available overall and consider that these do meet their needs.

Satisfaction with the drivers' attitude



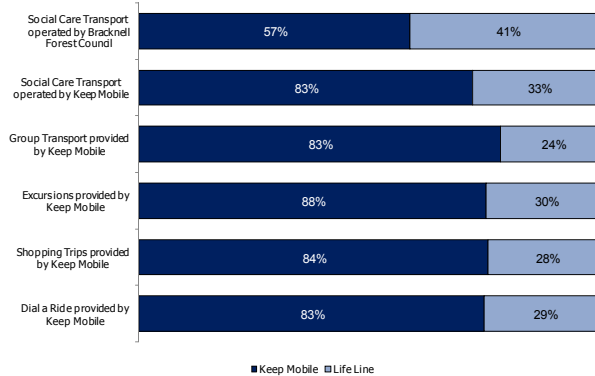
'The drivers are lovely, I can see that they do care a lot about their jobs' (Voluntary Group representative).

'I've found them very helpful and very good' (Day Centre service user, Older People and Physically Disabled).

Base: Keep Mobile, 16-31; Life Line, 7-15

Respondents were very positive about the service provided by drivers who were consistently felt to be very helpful and friendly.

Ease of finding information out about community and transport service



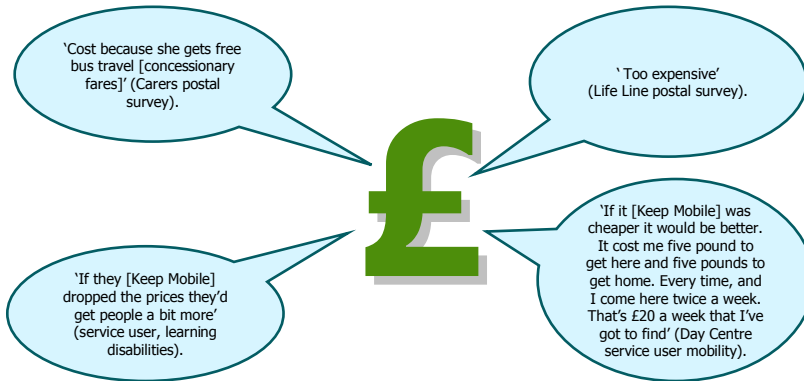
'I don't think everyone that might use them knows about them' (Day Centre Staff, Older People and Physically Disabled).

'I've been told that there were leaflets about the transport trial but, not to my knowledge' (Service user, learning disabilities).

Base: Range. Keep Mobile, 14-65; Life Line, 25-31

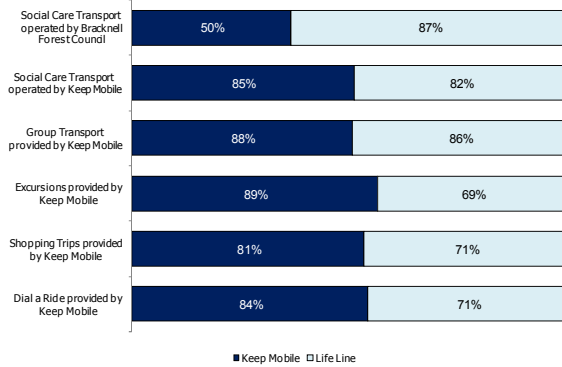
Respondents are unlikely to know whether they are eligible for free social care transport and are likely to want more information about the services available.

Transport cost



Cost was considered a key reason for not using the service. This was because some respondents felt costs were too high with others finding fare structures confusing.

Booking System



Base: Range. Keep Mobile, 14-63; Life Line, 15

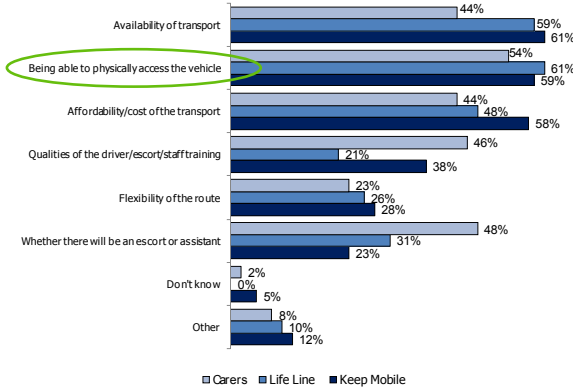
'We're not allowed to actually overrule the booking that they've got [with Keep Mobile] or make any changes to that unless they've been taken ill' (Day Centre staff).

'If we've phoned Keep Mobile before, they won't deal with us they say it has to come from the actual member, now if that's the case we've got people with short term memory problems or they get very nervous about using the phone, it would be nice if we were able to do that for them' (Voluntary Group representative).

Staff and voluntary groups feel service users would benefit if they could make some changes to travel arrangements in the case of particularly vulnerable clients.

Accessibility

Important factors when deciding whether or not to use community transport services



Base: Keep Mobile, 104; Life Line, 102; Carers, 48

'All Keep Mobile ones are adequate buses to do the service' (Day Centre staff).

'The Day Centre [BFC] bus is just very, very, very good' (Day Centre service users).

Service users mostly find vehicles very easy to access



Learning Disabilities Transport Trial: Value of the service

'It's [Transport Trial] an essential part of getting around and making them feel more like a community and it gives them a sense of independence' (service user, learning disabilities).

Without the Transport Trial 'I'd have to give up volunteering at Ravenswood' (service user, learning disabilities).

'I don't usually go out in the evening but because this £2 bus has come in I do now' (Service user, learning disabilities).

The Transport Trial is felt to be a highly beneficial service which gives service users a greater degree of independence, letting them travel at times and to places which would be difficult otherwise.



Learning Disabilities Transport Trial: Booking system

'There is a lot of trouble with bookings at the moment. You could say its early days but in my opinion it should have been sorted out because it's been 6 months' (Driver).

'I think it's very good and reliable'
(Service user, learning disabilities).

'When all the jobs pan out nicely, every half an hour or so it's the best job in the world but sometimes I had to be in seven different places at the same time. Why would they possibly book me to be in seven places at 10am?' (Driver).

Problems identified relate to timeslots being double booked, return journeys not being booked by the service user, or not being transferred to the driver's schedule.



Overall

Positives to retain:

- Respondents are satisfied with the community and social care transport services in Bracknell.
- Services are meeting users needs.
- Service users are very satisfied with drivers.

Areas for ongoing improvements:

- Respondents would like existing services to be better publicised
- Respondents feel some Keep Mobile services are expensive and would like to see fare structures simplified.
- Some staff and voluntary group representatives would like to be able to change journey details on behalf of service users.

Transport Trial

- Valuable service; meeting previously unmet need
- Improvements are needed to the booking system

Appendix P - Adjacent authority website information of Community Transport

	Community Transport	Subscriptions	Fares	Notes
Slough	Nil on website			
RBWM	Nil on website			Transport Related Direct Payment – Disability (Replaces travel tokens)
Reading (also list voluntary groups on the website)	ReadiBus		Variable	Dial A Ride & Time Tabled Service (Shopping) Dial A Ride - Available 7 days per week between 7.15am and 10.30pm, this service can be used for any purpose except going to day centres or to hospital appointments
	Door Step Travel			Wokingham registered taxi company They provide specialist multi-seater vehicles for the disabled and senior citizens of Berkshire Their aim is to improve the standard of life for these groups by keeping you informed of local events, social gatherings, organised trips and much more - as well as a reliable taxi service
Wokingham	ReadiBus and Keep Mobile			For use by over 60's – Provide travel tokens for use on taxi's, buses, trains, Keep Mobile and ReadiBus.
Rushmore	Dial- A-Ride			Provided by Rushmore Voluntary Services
Runneymede	Dial A Ride, Shopping, Leisure Centres and Excursions	£5 per annum	As per bus	Provided by Runneymede Council with support from Surrey Council. 6 days per week. 9:00 to 5:00 Monday to Saturday
Spelthornes	Spelride	Annual membership £8,	£4.20 return. Escorts free	Provides transport to Day Services 9 – 11 and 2 - 4 provides dial ride and shopping services 11 – 2. Excellent travel brochure
Surrey Heath			5 zonal	Since 1988, the Borough Council has provided a community transport service

			<p>fares from £2.80 to £7.00 return, reduction for those on benefit from 20p to 40p</p>	<p>for residents of the Borough who for various reasons cannot use public transport (eg residents whose mobility is restricted).</p> <p>Currently the service is operating six specially adapted minibuses and a small car conversion to provide a door to door service to these residents. All the vehicles carry sponsorship advertising as part of their livery.</p> <p>What is provided? Door to door transportation in specially adapted minibuses that can also take wheelchairs and motorised scooters. Journeys can be single, return and multiple.</p> <p>When? Monday - Friday - 8.30am to 4.30pm</p> <p>Which destinations may be used? We provide a door to door service to any location in Surrey Heath e.g. centres, clubs, shops, post offices, doctor, dentist and to visit friends.</p> <p>To similar locations outside the borough e.g. Woking, Guildford, Bracknell etc. if the vehicle schedule permits.</p>
West Berks				Excellent brochure covering all forms of transport. Travel tokens for disabled
Surrey County				The Surrey community transport directory provides information on community transport schemes throughout the whole of Surrey. These include dial-a-ride services, community minibus schemes and volunteer car/good neighbour schemes.

Appendix Q – Responses to ‘compare’ question

‘I am in the middle of a transport review and am interested in what other authorities do in relation to Social Care transport and Community transport. Which of these services are in house and which are outsourced. If it is in house is it managed centrally or done at a local level by the Social Care sections.’

Response	Location
<p>Social Care takes two forms in Derbyshire: we operate our own in-house fleet of adapted vehicles (with drivers) and we contract (via tender) minibuses/taxis etc to fill in the gaps. The service is managed centrally.</p> <p>For Community Transport: this is done by the various CT schemes (I think 8 in Derbyshire). They receive some subsidy from the Council in relation to capacity building but the schemes operate as independent charities/businesses. We have a Senior Transport Officer who acts as the liaison between the Council and the Schemes although this is a coordinating role rather than a managerial role.</p>	Derbyshire
<p>We deliver most of our Social Care transport in house using our own fleet. There are still some external providers; however we are in the process of reducing this number to bring them in house. The majority of requests are handled by the Council Travel Team, which has responsibility for all the transport functions in the council – Passenger transport, education transport, social work/care transport, fleet and miscellaneous transport. There are still occasions where some social work / care transport is procured at local level but this is being actively discouraged. We fund CT to provide some services for us.</p>	Midlothian
<p>Our Fleet Operation (Accessible Minibuses & drivers) supply approx 80% of Adult social Care transport. The remainder is provided by third party suppliers. This is all managed by the ITU. Community transport is provided by third party suppliers (Commercial & Vol Orgs) & managed traditionally by the Public Transport Policy Team. We are shortly entering a period of reshaping of the transport service & the latter may move to ITU. Social Care does have some LD services that have vehicles at their disposal & use support workers to drive them. All vehicles, wherever based are managed (specification, procurement, R&M, disposal) by the ITU Vehicle Management Team.</p>	Oxfordshire County Council
<p>Social care transport is managed in-house; using fleet vehicles, volunteer drivers and some outside contractors (mainly taxis for children and families). SEN transport is also arranged by this team using outside contractors. They are based at the council's depot to be near to the fleet. Community Transport was operated by a local charity, but our funding to them was withdrawn and awarded to a local taxi/psv operator who now runs the city based dial-a-ride. Unfortunately our in-house fleet did not have the capacity to run such a service.</p> <p>The CT scheme is managed by the Passenger Transport team based at the main civic centre.</p>	Stoke-on-Trent
<p>Currently at Walsall we have a mixed economy of some in-house, some contracted transport, our Community transport is a separate organisation which tenders for contracts with us and</p>	Walsall

<p>others for transport work. We have just introduced a blanket charge of £2 per trip so for service users being brought in and taken home from centres the cost is £4 per day. There is a dial a ride in the area which again operates separately.</p>	
<p>Here at Blackburn with Darwen Borough Council (Unitary) we provide Adult Day Care in-house using our own fleet, a charge of £1 each way is applicable for this all monies are collected at the Day Centres.</p> <p>Community Transport (If you can call it that!) is provided by Dial-a-Ride and a company called Community Wheels. The whole Transport function is currently under review at the moment. The Council are forming an all encompassing Integrated Transport Unit bringing together Adult Day Care transport, Schools transport (Currently managed by Capita) and Community Transport.</p> <p>The people leading the transport change is a company called Northgate Kendrick Ash, the Consultants have been with us for approx two years now with another year to go.</p>	<p>Blackburn</p>
<p>Our adult day centre transport is provided 100% in-house (although our SEN home to school transport is 100% external). We've been through a review and the report is just out and isn't recommending outsourcing adult transport currently. It's a horrible position to try to justify value for money. I consider my service to be relatively low cost even though the vehicles are expensive. The only disadvantage is the down time of the vehicles mid-day which is probably a national problem. We are going to be under pressure to introduce expensive route planning although I think my staff can plan the routes effectively through experience and far less cost.</p>	<p>Liverpool</p>