



City of York Council and York Wheels Limited

Service Level Agreement for community transport services

1 April 2012 to 31 March 2014

| |
|-----------------|
| Contents |
|-----------------|

| | | |
|----------------------|---|----------------|
| Section one | The Agreement | Page 3 |
| Section two | Service Provision and Objectives | Page 3 |
| Section three | Service Standards, Performance Indicators. Service Monitoring, Reporting and Reviewing | Page 6 |
| Section four | Responsibilities of the Service Provider | Page 10 |
| Section five | Responsibilities of the Client | Page 11 |
| Section six | Legal and regulatory compliance | Page 12 |
| Section seven | Service Costs and Payment Terms | Page 12 |
| Section eight | Signatories to the Agreement | Page 14 |
| | | |
| Annex one | Asset list | Page 15 |
| Annex two | Language panel | Page 15 |

Section One – The Agreement

1.1 The Agreement

This is a Service Level Agreement (SLA) between City of York Council (CYC) (the Client) and York Wheels Limited (YW) (the Service Provider) for the provision of community transport services. The agreement describes the nature of the services, the standards to which they will be delivered and how performance and customer satisfaction will be monitored and reviewed. The SLA will run from 1 April 2012 until 31 March 2014.

Section Two – Service Provision and Objectives

2.1 Service Objectives

In summary, the services to be provided under this agreement are:

- Provision of transport to York Wheels' service users;
- Provision of minibus-based services, including Dial & Ride;
- Provision of co-ordination and support for volunteer car based services.

2.2 Dial & Ride

CYC will provide funding to YW for the provision of YW's Dial & Ride service.

The main objectives of this service are:-

- To provide transport to York residents who cannot use other local bus services to access local shops.
- To provide basic assistance to passengers with boarding and alighting and with carrying light goods.

YW should aim to meet these objectives in an efficient and cost-effective manner, against the underlying ethos of continuous

service improvement to the highest standards of performance and customer satisfaction.

YW's Dial & Ride service will allow all qualifying York residents to make one trip each week to (a) the city centre and (b) an edge-of-town food store. This represents the 'Core Service'.

2.3 Areas served

Services are provided to people living within the City of York boundary as it stands on 1 April 2012.

2.4 Adding or amending Dial & Ride journeys within the SLA

CYC encourages the development and expansion of community transport services and making the best use of the assets provided. CYC has prepared this service level agreement to allow YW the opportunity to develop the service to best serve the needs of the residents it serves. As such, the grant is not apportioned to any particular areas of spend.

YW has already developed additional one-off journeys to complement the core Dial & Ride service in 2011 and it will aim to develop these further depending on passenger demand. YW will notify CYC of any proposal to change the core service, times of operation and destinations served giving at least 14 days notice.

2.6 Provision of Equipment and Accommodation

YW will act as the registered keeper for 4 accessible minibuses as detailed in Annex A.

CYC will consult with YW over the specification of any vehicles procured to replace those in Annex A at any time.

CYC will provide overnight accommodation for those vehicles listed in Annex A or their replacements and make no separate charge for this. Changes to this accommodation will be arranged in consultation with YW. YW will be responsible for ensuring that the vehicles are returned to the designated accommodation out-

of-hours unless a vehicle is away from the area for operational or maintenance reasons: Where this is the case, YW will be responsible for ensuring the security of that vehicle(s).

CYC will provide office accommodation for one member of staff at its offices and make no separate charge for this. CYC is providing this accommodation principally for the operation of the Dial & Ride booking service but YW will be able to use this for its other transport services if required. The office accommodation will be equipped with standard office equipment.

CYC will allow access to vehicle bodywork washing equipment. YW will be responsible though for all routine and reactive cleaning of internal areas of the vehicle, including upholstery.

2.7 Accessibility for All

As a minimum, all printed material should be in a font size of 14 point. All printed information must also be available, upon request, in large print, Braille or audio format. This should be advertised on all printed material. It must also be available, upon request, in other languages. An example of a language panel is included in annex two. Something similar should be included in all publications with the relevant YW contact details. The cost of provision of these services will be covered by YW.

2.8 Fuel

YW will be responsible for procuring and paying for all vehicle fuel used and claiming bus service operators grant or any other fuel-related payment that may replace it.

CYC will allow YW to draw fuel from pumps at its Hazel Court site for use in its minibuses. If YW takes up this option, CYC will recharge YW quarterly in arrears at cost.

2.9 Iconography and Logos

The use of the Dial & Ride iconography is encouraged on all information provided to the public. This will help to provide consistent branding across the city.

Mention should also be made to the partnership arrangement between CYC and YW in any information produced relating to the services. An example sentence would be 'This service is supported by City of York Council'. Where appropriate the CYC logo should be included.

Section Three - Service Standards and Performance Indicators, Service Monitoring, Reporting and Review

3.1 Service Standards

YW will ensure that its services contribute to making the city accessible for residents and that all services complement the local bus, Hackney Carriage and private hire vehicle (PHV) networks. In particular, YW will ensure that:

- Equipment used is clean and well maintained;
- Frontline staff members are presentable and, where necessary, wearing the appropriate Personal Protective Equipment (PPE);
- Staff behave in an appropriate way to customers and each other; and
- Health and Safety procedures are followed.

New members of the driving and booking teams should be fully trained prior to starting their employment. Some practical health and safety training can be delivered by the CYC Operations Manager, upon request.

YW will collect data (or use the database and spreadsheet-based systems that CYC has provided to record data) on the performance of the services for reporting to CYC, as described in section 3.2.

YW will ensure that customers are able to make bookings for Dial & Ride between 09.00 and 12.00 each normal working weekday.

YW will ensure that a Dial & Ride service operates (if required) on all normal working weekdays. For the avoidance of doubt, this includes a service on those working days that fall between 27 and 31 December inclusive but this may be a reduction from the full service. YW will aim to make reasonable adjustments to the regular service around holiday periods to enable customers to travel when their usual journey would fall on a public holiday.

3.2 Performance Indicators

It is important that the services are regularly monitored, to identify opportunities for performance improvement. Dial & Ride contributes towards one of CYC's Performance Indicators (within the Council's Local Transport Plan 2011-2031): LI6 - Use of Demand Responsive Passenger Services (Journeys).

YW must aim to increase the overall performance of its services and benchmark these against other similar schemes. Where scheme performance falls below the current average performance levels, as detailed below, action must be taken by YW to increase it.

YW will be required to provide performance information to CYC at agreed times as detailed below, however CYC reserves the right to request any of this data from YW at more frequent intervals.

| Indicator | Ongoing / time limited | Target for 2013/14 | Comments |
|--|---------------------------|-----------------------------|--|
| <i>Measured targets</i> | | | |
| Passengers making journeys on Dial & Ride service in a 12 month period | Ongoing | 5% growth on 2009/10 figure | |
| Passenger journeys on Dial & Ride minibuses | Ongoing | 8% growth on 2009/10 figure | This figure will include core timetable and special excursions. Standard definition of passenger journey used. |
| Reliability – percentage of advertised core-timetable Dial & Ride journeys operated | Ongoing | 99% all years | Journeys with no passengers booked are excluded. |
| Punctuality (Dial & Ride only) <ul style="list-style-type: none"> a) Percentage of passenger journeys where the passenger is picked up from their home within the specified time band; b) Percentage of inbound journeys that reach their destination on or before time; c) Percentage of return journeys that leave between 1 minute early and 5 minutes late. | Ongoing | Not set | At present, data is not collected and it is not reasonable to do so. However, passenger survey results usually provide a proxy for this indicator. However, in future years, it may be appropriate to identify and report against a punctuality indicator. |
| Passenger journeys provided through the volunteer car scheme. | | 1% growth each year | This figure only includes ‘cash’ jobs, i.e. not those requested by other agencies, |

| | | | |
|---|----------------------------------|--|--|
| | | | such as Yorkshire Ambulance Service, which can fluctuate year-on-year. |
| <i>Development targets</i> | | | |
| Improved fuel efficiency across Dial & Ride fleet | 1 year with review at that point | | Expected to be addressed through staff training. |
| Acceptance of Taxicards on Dial & Ride and car scheme | | | |
| Special excursions | | Further weekday daytime services. In future years, journeys outside normal hours will be trialled, such as evening social trips and weekend journeys | |

3.3 Reporting and Review

Review meetings will be held, between CYC and YW, at agreed intervals throughout the SLA to review the performance of the services. Other issues will be discussed as and when required.

YW is required to provide a brief report on performance every six months. This should include commentary on the following:

- Core Dial & Ride operations, notably any unplanned discontinuity of service and operational problems;
- Delivery of development targets agreed at the beginning of the year.

Section Four – Responsibilities of the Service Provider

4.1 YW, as the service provider, will undertake specific responsibility for the following areas:

- Carry out a risk assessment of the services at least annually.
- Ensure that it carries an adequate level of public liability and employee insurance to indemnify CYC from all actions, claims and costs relating to injury (including death) or loss of or damage to property which arises out of YW's failure or negligence in providing the service and which is not attributed to the negligence of CYC or its officers. This will be to the value of at least £5 million and £10 million for public liability and employee insurance respectively.
- Ensure that its staff members are adequately trained and equipped for the job.
- Ensure that Health and Safety policies relating to manual handling, working in traffic, safe operations within the Hazel Court site, etc. are in place and adhered to.
- Ensure that it has adequate staff to carry out the work contained within this SLA, including holiday and sickness cover arrangements.
- Advise CYC at the earliest opportunity of any problems or delays in service provision.

- Carry out daily vehicle checks as advised by CYC's Fleet Manager. YW will report all vehicle defects to CYC in a timely manner and will not continue to use the vehicle if not safe to do so or there is uncertainty as to whether a vehicle is safe.
- Co-ordinate with CYC or its agents to make the vehicles available for routine and reactive maintenance. CYC will pay for all maintenance and repairs to the vehicles, except where YW or its staff are directly responsible for any damage. CYC will pay for any vehicle excise duty or charges for small bus ('section 19') permits due on any of the vehicles listed in Annex A or their replacements. CYC will not be responsible under this SLA for paying for any additional permits or service registration fees, for example community bus ('section 22') permits.
- Ensure that maximum passenger and luggage capacities of the minibuses are not exceeded and that any luggage carried is sufficiently restrained. Minibuses must not carry standing passengers at any time.
- Ensure that no passenger shall be on a minibus for longer than 1 hour except where a journey is unexpectedly delayed by streetworks or other traffic delays or where passengers know in advance that this will be the case, for example on longer excursions outside of York. Where this is the case, adequate breaks will be planned as part of the excursion.
- Ensure that all staff members in contact with passengers have the appropriate criminal record checks before being allowed to start work.
- Maintain a record of driver licensing checks for all drivers.

Section Five – Responsibilities of the Client

- 5.1** CYC, as the Client, will undertake responsibility for managing the SLA and for liaising with YW to ensure its obligations are fulfilled.

CYC will undertake regular reviews of the SLA, as detailed in section 3 and provide feedback regarding performance to senior management and council Members, as appropriate.

CYC will ensure that the council's website is updated with information pertaining to the Dial & Ride service. Information will also be provided to the York Customer Centre, so that its staff members are aware of the SLA and are able to deal with enquiries pertaining to the services.

Section Six - Legal and regulatory compliance

6.1 YW will be responsible for ensuring that the relevant legal obligations have been met for its operations. This should include appropriate insurance. Copies of policies and certificates should be made available for CYC inspection upon request.

Section Seven – Service Costs and Payment Terms

7.1 Service Costs

The payment made through this SLA includes payment for the following in relation to the Dial & Ride service:

- Contribution towards staff costs, including uniforms;
- Management and administration of the service level agreement;
- Contribution towards fuel;
- Contribution towards telecommunications, postage and photocopying;
- Staff training; and
- Publicity, leaflets and advertising.

In addition, CYC will allow YW to claim, without seeking recharge, additional grants and income relating to the delivery of Dial & Ride, including but not limited to:

- Bus service operators grant or any future fuel-related payment or rebate; and
- Concessionary fare reimbursement for Dial & Ride passengers without any reduction for additional trip generation.

The SLA excludes payment for the following items, relating to the Council-owned vehicles, which will be borne by CYC:

- Routine maintenance and repairs (except where these are the direct result of the actions of York Wheels or its staff); and
- Vehicle insurance.

CYC will be responsible for payment to YW under the SLA. Following receipt of monthly invoice and, when due, service report from YW, CYC will make prompt monthly payments. There will be twelve monthly payments each year: the first payment (April) will be £6,200; eleven subsequent payments will be £5,800 each.

Invoices should be sent to invoices@york.gov.uk or City of York Council, PO Box 999, York, YO1 0EG.

CYC will invoice YW quarterly in arrears for any fuel drawn from its supply.

Section Eight - Signatories to the Agreement

8.1 This agreement is made between City of York Council and York Wheels Limited.

On behalf of City of York Council:

Signed:

Name in capitals:

Job Title:

Date:

On behalf of York Wheels Limited:

Signed:

Name in capitals:

Job Title:

Date:

Annex 1 – Asset list

FJ04 AZC - 12 seat Iveco minibus with tail lift

FJ04 AZD - 12 seat Iveco minibus with tail lift

FE60 XOH - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

FE60 XOJ - 12 seat low floor accessible minibus; Mercedes chassis with VDL Kuster body; 3 sets of wheelchair restraints.

Annex 2 – language panel

This information can be provided in your own language.

我們也用您們的語言提供這個信息 (Cantonese)

এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)

Ta informacja może być dostarczona w twoim własnym języku. (Polish)

Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)

یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)

 (01904) 551550