

Freedom of Information Request: Our Reference CTHB_39_19

You asked:

1. The number of parking charge notices (PCNs) issued for breaches (e.g. exceeding time limits, failure to register vehicle or parking in the wrong designated area) at Royal Glamorgan Hospital for the following three periods:

- a. from 1 Jan 2018 to 31 December 2018 -1383
- b. from 1 Jan 2017 to 31 December 2017 -843
- c. from 1 Jan 2016 to 31 December 2016 -2151

2. The number of parking charge notices (PCNs) issued for breaches (e.g. exceeding time limits, failure to register vehicle or parking in the wrong designated area) at Prince Charles Hospital for the following three periods:

- a. from 1 Jan 2018 to 31 December 2018 -929
- b. from 1 Jan 2017 to 31 December 2017 -286
- c. from 1 Jan 2016 to 31 December 2016 -503

3. The number of formal complaints received by CTUHB related to parking fines or parking problems for the following three periods:

- a. from 1 Jan 2018 to 31 December 2018
- b. from 1 Jan 2017 to 31 December 2017
- c. from 1 Jan 2016 to 31 December 2016

There have been no formal complaints received by Cwm Taf University Health Board during the period highlighted above.

4. A copy of the contract between CTUHB and PS24 with redactions, where required, of the commercially sensitive information.

We are currently in the process of organisational change and a new tender process for our parking enforcement arrangements for all our sites. No new contract has been awarded to date. I have attached a copy of the contract specification agreement relevant to PS24 (Attachment 1) and any new tender that may be awarded as a result of the tender process.

5. What was the cost to the health board of contract with PS24 for the following three periods:

- a. from 1 Jan 2018 to 31 December 2018
- b. from 1 Jan 2017 to 31 December 2017
- c. from 1 Jan 2016 to 31 December 2016

There has not been any cost to the Health Board for PS24 services, from implementation to the current day.

Cwm Taf University Health Board



Specification Reference:- CWM 19/20-21

Provision of Car Parking Enforcement License Agreement

Introduction

Cwm Taf University Health Board (The Board / CTUHB) requires Car Parking Enforcement under license agreement at (10) of its owned Hospital premises, There may be a requirement for additional premises to be included at a future date.

1. Background information

The Welsh Government introduced a reform of Car Parking Charges in 2011 that provided for free parking to be made available at all NHS Sites across Wales.

Since May 2012 Cwm Taf University Health Board has introduced a parking enforcement scheme to protect the hospital sites from irresponsible and obstructive parking. The administration of the scheme has been delivered under agreement with a British Parking Association approved provider and the University Health Board not the provider has operational control of the scheme.

Although parking may be free, in accordance with the Health Board Transport and Travel policy the objectives of the parking enforcement scheme at CTUHB sites is simply to protect the disabled parking spaces, maintain a safe traffic flow around the site and ensure CTHB meets its duty of care in maintaining clear and safe access routes for emergency vehicles. It is not to unduly penalise patients or visitors to the hospital.

Cwm Taf UHB require a BPA member and approved operator partner to enforce Penalty Charge Notices (PCN) under license agreement and who operates in accordance with the BPA code of practice. PCN's will be issued by our internal and contracted Security Staff in accordance with the BPA code of practice and CTUHB Transport and Travel policy, car parking enforcement procedures and guidelines.

The contract term will be for a period of 3 year plus and option to extend +1.

2. Other information

CTHB Sites for which this specification and license agreement relates to are:-

- Royal Glamorgan Hospital
- Prince Charles Hospital
- Princess of Wales
- Ysbyty Cwm Cynon – Via a mobile security guard, a share of 5 Hours per week
- Ysbyty Cwm Rhondda – Via a mobile security guard, a share of 5 Hours per week
- Dewi Sant Hospital – Via a mobile security guard, a share of 5 Hours per week
- Keir Hardie Health Park – Via a mobile security guard, a share of 5 Hours per week
- Glanrhyd Hospital – Via a mobile security guard, a share of 5 Hours per week
- Maesteg Hospital – Via a mobile security guard, a share of 5 Hours per week
- Porth Dental practice – Via mobile security officer as and when problems arise

3. The License agreement

The objectives and obligations for the supplier of the license agreement are to: -

- The nominated supplier and or any debt recovery company commissioned or acting on behalf of operator of parking enforcement service that conforms in accordance with British Parking Association (BPA) code of practice and PA AOS, POPLA, Credit Services Association code of practices
- Debt recovery, litigation or court action by any debt recovery company commissioned or acting on behalf of nominated company shall not take place for unpaid PCN's without nominated company and CTUHB express written instruction to the company concerned and on a case by case basis.
- Supply, install and maintain all signage on all sites. The signage is to be of a rigid metal type quality and weatherproof. (Signage to meet all current GDPR and BPA compliance. Signage provided not solely enforcement but on CTUHB request such as fly parking) All signage replaced due to damage/wear/tear.
- Supply all PCN paper tickets.
- Supply handheld devices for Royal Glamorgan, Prince Charles, Princess of Wales and a device for mobile patrols. The device and the associated software are to be updated where necessary. CTUHB require the devices to be replaced if not working for any reason. On-going training to be provided for new starters and as refresher training free of charge.
- CTUHB reviewing use of ANPR and supplier to provide and install, maintain this system as required.
- CTUHB must be able to cancel all PCN's issued by themselves, free of charge.

- Allow control of the PCN Appeals Process to be with the CTUHB and in accordance with its Transport and Travel policy and associated parking enforcement procedures and guidelines. CTUHB require the final decision on whether appeals are to be accepted.
- Supply a robust back office data reporting system to enable key performance indicators and reports to be generated as follows:
 - showing the number of PCN's issued for each site,
 - PCN process status
 - Number of PCNs paid
 - Number under appeal
 - Number of appeals accepted
 - Number of PCNs unpaid being pursued
 - Number of PCNs not collected
 - PCN issue balance
 - Balance of Income to be paid from PCN's
- Allow changes to signage when works are being undertaken at hospital sites at no extra cost.
- Supply Parking permits for designated hospital permit parking areas free of charge, refresh and reissue these permits every 2 years, this can include different colours for each site as requested or Virtual Permit via a whitelist.
- The supplier must undertake all costs incurred in relation to the enforcement and legal proceedings, and legal costs associated with the license agreement parking charge notice scheme.
- Parking enforcement is in operation 24 hours a day, 7 days a week. The exception being that during the hours of 17.00pm to 08.00am hours daily, the hospital parking permit areas and at certain parking areas at all the sites there will be a limited surveillance and enforcement measures carried out.
- CTUHB may not appoint any third party to undertake car parking enforcement measures , however CTUHB, retain the right to employ additional parking management arrangements and associated equipment at all its sites and this may be provided by a third party.
- Possibility and requirement for arranging the **removal** of abandoned vehicles should the situation arise. The legal power and authority to remove vehicles should be sought as a remedy of last resort for vehicles where the ownership or registered keeper cannot be established beyond all doubt and/or where a vehicle causes an obstruction to emergency vehicles.

4. Confidentiality

Suppliers/providers of services 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 agreement. It is the supplier of the service's responsibility to ensure that their employees who may be engaged on any part of the agreement are fully informed and aware of this clause.

5. Complaints

The supplier will inform the 'Authorised Officer (CTUHB Facilities Manager) within 24 hours of being made aware, of any case where service under the agreement cannot be provided. The supplier 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 agreement.

In order to facilitate the investigation of complaints from service users, the supplier must provide upon request written details of the complaint.

Any complaints received by the supplier from CTUHB regarding service or elements of service being provided must be replied to within 72 hours. Failure to do so may result in the agreement being withdrawn until the complaint is answered in writing to the satisfaction of the CTUHB's authorised officer. The supplier must nominate a specific member of staff from their own team to deal specifically with complaints.

6. Communications

The supplier of the license agreement will provide contact numbers, address and an alternative contact telephone number for general enquiries, including access to the Contract Manager.

7. Health and Safety

The supplier will ensure any equipment or signage provided to CTUHB or erected at its premises is maintained in a safe and serviceable condition as required by the appropriate regulations. The signage/equipment should be maintained in good condition and if damaged or considered unsafe be replaced.

8. License Agreement Monitoring and Quality Assurance

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 agreement, and on each and every occasion through the agreement period.

The supplier 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.

The methods and procedures used to monitor the agreement are described in this document, but in no way do they replace or diminish the suppliers own quality assurance responsibilities.

However, it is expected that both sets of procedures will cover similar areas of activities. The supplier will be required to agree to co-operate with all these quality assurance procedures.

The result from the monitoring services will be measured and trends analysed to ensure quality to all levels. Meeting a specification is not an end in itself, but a means of improving customer satisfaction. In order to identify areas for improvement, either in work practice or in the specification itself, service user questionnaires will be sent out, analysed and subsequently made available to the supplier for action.

The supplier 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 CTUHB and the supplier jointly work to continually improve the quality of service provided

9. Monitoring Arrangements

Monitoring is to be seen as the joint responsibility of both CTUHB and the supplier. 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.

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 agreement. 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.

In addition to assessing the standard of service provided by the supplier, the monitoring officer will focus attention on areas where changes may be needed to improve standards.

It is essential that all aspects of the agreement are monitored. To facilitate the monitoring process, the suppliers' records relating to the parking charge notice enforcement process, staff and training must be freely available at all times to the monitoring officer.

CTUHB attach great importance to the individual and the contribution that each member of the supplier's 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.

Monitoring will be carried out by the University Health Boards' authorised officer or a person nominated for the purpose by the University Health Boards' authorised officer who will have detailed knowledge of the specification, an understanding of the user needs and routines, together with sufficient knowledge to make decisions on any necessary changes. This decision will be binding on the supplier.

10. Monitoring Procedure

The monitoring system may consist of random sampling investigations of customer complaints; random check on PCN's issued and processed and sampling of any electronic data collection systems, service user questionnaires and a check of all documentation required to be produced by the supplier, as considered appropriate for this agreement, and as determined by the University Health Boards' authorised officer. There will be a requirement for quarterly license agreement meetings or more frequently if required. The supplier must be available to attend as required by the authorised officer or nominated representative of the UHB.

11. Investigations of customer complaints - investigation of all customer complaints and records of findings.

- **Service User Questionnaires** - a survey of the satisfaction of users of the service.

The University Health Boards' authorised officer may select at random a sample of PCN's detailed in the license agreement, to be inspected at a frequency and time to be determined.

Each PCN will be monitored to determine if it has been issued and processed in accordance with the agreement and specification.

The University Health Boards' authorised officer will decide if each task sampled has been completed to the licensed agreement standard of service and BPA code of practice.

The University Health Boards' authorised officer will establish whether failures were caused by factors out of the control of the supplier.

Details of the Inspection Report will be communicated to the supplier as soon as practicable following the inspection.

Should CTUHB's authorised officer be advised of a job/task performed to an unacceptable standard then they 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 UHB's authorised officer and the supplier.

The number of tasks assessed as failing the inspection will be expressed as a percentage of the total tasks in the samples.

The supplier is expected to familiarise themselves with the agreed monitoring system prior to the commencement of the agreement.

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 license agreement.

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

12. Policies and Procedures

The Supplier shall allow for complying with the following University Health Board policies and procedures, not limited to:

- Security of Premises and Equipment, Reporting of Losses, Key Holding
- Waste Disposal Policy
- Health and Safety Policy; Accidents at Work including Smoking and First Aid
- Fire Procedures
- Environmental Management policy
- Control of Contractors Policy
- Transport and Travel Policy
- Parking enforcement Procedure and Guidelines
- Major Incident Procedure
- Bomb Alert Procedure
- Car Parking
- Disinfection Policy
- Any relevant statutory legislation
- COSHH
- Healthy Workplace Strategy
- Hepatitis Advisory Group – Guidelines for the Care of Patients with Hepatitis B, Virus Inspection, November 1989
- UK Health Department – AIDS – HIV Infected Health Care Workers, December 1991
- Policy for Handling Media Enquiries
- Control of Pollution Act 1974 (Prevention of Pollution of Water)
- Caldicott Report on confidentiality

(These are available via the UHB Internet site or available on request from the University Health Boards – Facilities Services Directorate)

The Supplier should contact the authorised officer Richard Knowles on **01443-443443 ex 4390** who could pass them to the respective CTUHB Officer for guidance and advice in respect of any of CTUHB policies.

13. Risk Management

The Supplier must give a commitment to train their staff to ensure they adhere to the procedures and protocols.

The Supplier must report any accidents, incidents or spillages.

The Supplier must provide a copy of their safety policy and any risk assessments, safe systems of work, safety rules or similar and provide the University Health Board with an overview as to how what arrangements are in

place in respect of delivering training associated with such policies and procedures.

The Supplier must provide details of their arrangements for ensuring staff have no history of offences against other persons, that is, physical, sexual or racial assault or harassment). Checks through the Criminal Records Bureau (CRB) should also be conducted by the Supplier. The Supplier shall be responsible for providing the UHB with evidential material that all staff employed to deliver services under the agreement have undertaken satisfactory CRB disclosures. The Supplier shall outline what procedures are in place to review CRB disclosures and how any updates in respect of this matter will be provided to CTUHB.

CTUHB will carry out its obligations in accordance with the agreed customer license agreement.

The nominated supplier will read and understand and agree to adhere to the term and conditions set out in this agreement.

14. NHS Standard Terms and Conditions.

Any service will be contracted in accordance with the UHB's Standard Terms and Conditions for the Provision of Services/Goods, of which a copy is available from the UHB Procurement Services department on request.