**SERVICE SPECIFICATION**

**FOR THE**

**PROVISION OF**

**CORONER’S SERVICES**

**(REMOVAL OF BODIES)**

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**Section 1 – Introduction and Context**

1. **Introduction**
	1. The London Borough of Camden seeks a specialised Contractor to provide a service for the Inner North London Coroner’s services (removal and transfer of bodies).
	2. This service will assist the Council in meeting its statutory obligations to provide this service for the removal of bodies reported to the Inner North London Coroner’s service.
	3. The successful contractor will have to demonstrate working knowledge of contracting and working with a Coroner’s Service.
	4. The main mortuaries that are used are as follows:
* St Pancras Mortuary
* Poplar Mortuary
* Hackney Public Mortuary
* Whittington Public Mortuary

1. **Information about this Service Specification**
	1. The aim of this specification is to set out a clear and measurable benchmark of the quality of the service. Any changes to the service must be agreed in writing with the Service Manager before they are made. All material changes proposed to the service must be agreed and signed by the Local Authority and the Contractor.
	2. The Contractor shall ensure that all relevant members of staff who will work on this service are also fully familiar with the obligations of this specification.
	3. The London Borough of Camden reserves the right to issue instructions from time to time to amend this specification as necessary, to ensure that all statutory and service specific requirements are fulfilled and that the service can respond to any changing needs.
2. **Context**

Coroners Services (Removal of Bodies) is an external statutory service for the removal and transfer of bodies reported to the coroner. Bodies are removed from the place of death to an appointed mortuary. Coroners instruct autopsies to be carried out where unusual or unnatural deaths occur e.g., where the death was violent or unnatural, the cause of death is unknown; or the deceased died while in prison, police custody or another type of state detention or while detained under the Mental Health Act 1983

It is a statutory requirement that bodies in this category are removed to designated mortuaries for examination. This service is being procured on behalf of the Inner North London Coroner’s jurisdiction which is a consortium of the boroughs of Camden, Islington, Hackney and Tower Hamlets. Camden is the designated lead. To clarify, the successful tenderer will be required to carry out removals within all 4 boroughs.

* 1. The overall aims of the local authority that are relevant to this service is as follows:
* To promote the health, social and environmental well-being of citizens by working with partners to improve the safety and social care of vulnerable children and their families
* To reduce the disadvantages faced by residents from our diverse communities by the effective and efficient use of resources.
* In addition to the requirements set out in this specification, the Service must conform to any relevant legislation and guidance. In the provision of the Service, it is the responsibility of the Contractor to be aware of all relevant legislation, Coroners and Justice Act 2009, and guidance and to ensure compliance with it.
	1. The successful Contractor is required to work closely with the coroner’s service. This will include being flexible to any changes in legislation, or within the Council.
1. **Care Principles**

All staff employed by the Contractor are expected to demonstrate the following principles:

* Treat the deceased with consideration and dignity
* Regardless of the circumstances, treat all living relatives and friends of the deceased with respect; acknowledge any unique and personal needs including their gender, sexual orientation, age, race, religion, disability, culture, and lifestyle in line with the equality act 2010
* Ensure that the services are delivered in line with Ministry of Justice, Guide to Coroners Service
* Organise and provide the services in partnership with other Health Service Providers (private, voluntary, and statutory sectors) to ensure that the services are flexible and responsive to individual needs.
* Ensure continuity and consistency in training, support and information of all staff providing the services to enable them to meet the needs of those who require use of the services.
1. **Protection of residents and associated 3rd parties**

 The Contractor will have a range of policies and procedures in place including the following:

* Complaints
* Health and Safety
* Staff appraisal, supervision, and training
* Staff Grievance and disciplinary
* Whistle Blowing
* Recruitment and selection
* Bullying / Harassment
* Safeguarding vulnerable adults and children / young people
* Confidentiality
* Record management
* Data protection
* Equality, Diversity, and Inclusion
* Serious incidents/untoward events
1. **Quality Assurance**

**Quality Statement**

* 1. In providing the Service, the Contractor shall ensure all staff maintain high standards of professional behaviour and job performance whilst carrying out their work.

**Confidentiality**

* 1. The Contractor shall keep information relating to the deceased and contact details of relatives and friends in a secure and confidential environment. The Contractor shall ensure that its staff respect the rights of confidentiality and are clear on the parameters of this.
	2. The Contractor shall ensure that associated 3rd parties are aware of their Confidentiality Policies.
1. **Implementation of information governance/General Data Protection Regulation (GDPR)**

**GDPR**

* 1. The Contractor must ensure that their staff understand and are suitably trained to comply with the changes in any data protection legislation.
	2. The Contractor must ensure that where necessary, all information is sent by **secure email**, and retained and stored securely.

**Section 2: The Service**

1. **Location of the Service**
	1. Organisations who can ensure that they are able to operate and deliver this service within a journey time of 90 minutes (one way by any means of a hearse or funeral vehicle transport with moderate traffic, as defined by Google Maps) from their offices to postcode N1C 4PP, and in line with other service requirements, will be considered as a suitable contractor.
2. **FACILITIES AND EQUIPMENT**

9.1 The Contractor shall be responsible for removal of the body as directed by the Coroner, Coroner’s Officers and Metropolitan Police.

* 1. Transportation of all deceased should be in appropriate vehicle.
	2. The conveyance of empty coffins in the hearse (or hearsette), is strictly prohibited.

10.4 The Contractor shall be responsible for ensuring that each body is removed in the

faith stated in the instructions or order and are complied with.

10.5 Wheeled stretchers or other suitable equipment should be used for all removals

**Service Outline**

11.1 The Contractor shall ensure that all staff understand both the nature and purpose of the service required and that the respect and dignity of the deceased is followed.

12 **Service Requirements**

12.1 The service will be provided on a day-to-day basis and will operate 24 hours a day, 365 days of the year.

12.2 The Council’s Mortuary Staff will be available during office hours (08.00 to 16.00 Monday to Friday) excluding public and bank holidays. In the absence of the mortuary technician, the contractor will perform associated duties.

12.3 The level of service will be dictated by the Council in the form of an order, as set out in the terms of the Conditions of Contract and the below requirements:

* The Contractor will be required to attend the scene of death, at the direction of the Coroner’s Officer, Metropolitan Police and or Council’s Representative. The Contractor is to attend within one and a half hours of notification, if for any reason the Contractor cannot attend within this timescale, they must notify the Council’s Representative.
* The Contractor must provide a contact telephone number that can be utilised by the Coroner, Coroners Officers, and mortuary staff on a 24-hour basis. This number must not be an answer phone service.

* The Contractor will ensure that suitable zipped body bags and removal vehicles are used to transport the body to the designated mortuary. Such vehicles should be maintained in a clean and serviceable state, and they should not display any advertisements.
* The Contractor will ensure that their staff are fully trained in their duties, and that they are dressed in a suitably dignified manner, in accordance with the normal standards expected in the undertaking profession.
* The Contractor will ensure that staffbehave in a polite, dignified, and discrete manner always.
* The Contractor will ensure that they and their staff do not solicit or offer financial or material inducements to relatives or next-of-kin for the purposes of securing subsequent funeral instructions.
* No employee of the Contractor is permitted to talk to the press about any death without the express written permission of the Council’s Representative, who must be immediately informed of any such contact

12.4 The Contractor will record the following information, which should appear on invoices:

* Name of deceased
* Date and time of removal/transfer
* Place of collection
* Mortuary location
* Any other information as requested by the coroner

 If in the rare event when the Contractor is leaving the place of removal there is no one to secure the premises the Contractor is required to advise the attending police officer, Council’s Representative or Coroner’s Officer.

**13 Staffing Requirements**

13.1 The Contractor must ensure that there is a range of support services for staff to use that will promote staff retention.

13.2 The Contractor shall always ensure that, there are sufficient staff to carry out the service as described in this agreement and to meet statutory requirements. Training should be provided to ensure they work within the requirements set out in this Specification.

**Qualifications and experience**

13.3 The Contractor shall ensure that all service managers have the relevant HR related skills and operational knowledge and experience of working within a funeral home setting to co-ordinate the removal of the deceased in a dignified timely manner

13.4 The Contractor shall ensure that all supporting staff have the sufficient operational skills, knowledge, and experience of working within a funeral home setting. This includes empathy with the bereaved and application of good customer care.

 **Recruitment**

13.5 The Contractor is solely responsible for all employment issues relating to its staff and for ensuring that its staff providing the service are competent, supported, supervised, and trained to deliver the service.

13.6 The Contractor must pay for and carry out necessary and appropriate pre-employment checks on its staff, which must include DBS checks. If the result of the DBS check is that the proposed staff member has a conviction, the Contractor must then carry out a risk assessment to determine the risk of employing the person for this service. The Contractor should then inform the named contact for the Local Authority and share a copy of the risk assessment. The Local Authority reserves the right to request that a person is not to be used in a Camden service.

13.7 The above process should also be followed if a conviction is identified on a DBS renewal for an existing member of staff.

13.8 The Contractor must comply with all the laws prohibiting discrimination in relation to employment on the grounds of sex, colour, race, ethnic or national origin or religion and comply with all requirements of the Equality Act 2010

13.9 Ensure a minimum of two written references, which would include a reference from their most recent employer. References should cover the last 3 years employment history. Where required, the Contractor will follow up telephone references

13.10 Where required, the Contractor must ensure staff are in possession of a valid work permit.

 **Equality and Diversity**

13.11 The Contractor will promote equality of opportunity in employment and service delivery regardless of the nine protected characteristics set out in the Equality Act 2010.

13.12 The Contractor’s policies and procedures will include Equality policies and procedures, equality monitoring form, complaint policy and procedures and harassment policy and procedures.

**Health and Safety**

13.13 The Contractor will be committed to meeting its obligations under the Health and Safety at Work Act 1974 and all regulations, approved codes of practice and guidance relevant to the service, such as a lone working policy and procedure, risk assessments, health and safety policies and procedure.

**14 Outcomes**

14.1 The Contractor will be expected to deliver the following outcomes and shall be measured by:

* + - The coroner’s detailed requirements are comprehensively met.
		- Removals are carried out in a professional and dignified manner.
		- Removals are carried out within the timescales laid down in the Specification.
		- The Contractor can provide the service on 365 days a year basis, 24 hours a day.
		- All viable service improvement opportunities are continually explored and where practical, implemented.
		- Information regarding Removals is recorded accurate and communicated to the Council’s Representative in a timely manner.
		- As far as possible a partnership relationship is developed, based on trust, mutual respect, and customer focus.
		- The Council achieves value for money.
		- Reconciliation lists to be sent to reconcile invoices

**15 Monitoring**

15.1 During the course of body removal, communication is exchanged on a

regular basis via telephone and emails so matters are resolved in a timely manner. Contract managements meetings will be held with the Service manager as and when instructed.

 **Financial Monitoring**

15.2 The Coroners Service (Removal of Bodies) coronial costs are managed by Camden’s Coroners Service, who pays all initial costs, which are then recovered from the members of the Inner North London Coroner’s consortium. This service is managed through weekly contract monitoring arrangements. These arrangements will continue with the successful bidder(s).

 The Contractor shall provide audited accounts for the previous year as soon as possible but not later than nine months from the end of each financial year. This should be submitted to the Service Manager.

 **Performance Monitoring**

15.3 The Contractor will be required to provide the local authority with information on the following:

| **Requirement** | **Quarterly Monitoring / Annual Visit** |
| --- | --- |
| No. of bodies delivered | Quarterly Monitoring / Annual Visit |
| No. of bodies collected | Quarterly Monitoring / Annual Visit |
| No of bodies transferred | Quarterly Monitoring/ Annual Visit |
| Staffing retention and stability | Quarterly Monitoring / Annual Visit |

 **Standard monitoring form**

 15.4 The Contractor shall send the Service Manager or a named person a completed standard monitoring form.

 **Monitoring and evaluation meetings**

15.5 Formal monitoring meetings shall take place between the Contractor and the Service Manager, or the Named person in the resources team at least quarterly, or at the discretion of the Service Manager

 **Responsibilities for monitoring the service**

15.6 The Contractor shall inform the Finance Admin Officer immediately if there is a change to their main contacts and if there is likely to be a substantive change to the provision of the Service.

15.7 The Standard Monitoring Form shall be completed and forwarded to the Service Manager and named person in the Coroner’s Service detailing body removal. Monitoring returns shall be submitted 15 days after the end of the preceding quarter. The format of monitoring will be agreed with the Contractor during the implementation period or as agreed by the Service Manager.

15.8 The Service Manager for Coroner’s Service (the Authority) shall be the first point of contact for all queries relating to the Service and shall be responsible for the monitoring of the Service and any consultation with the Contractor.

15.9 The Service Manager or her/his nominee(s) shall liaise with the Contractor to offer knowledge and expertise on Service provision.

**16 Environmental Sustainability**

16.1The Contractor should take a holistic approach to Environmental Sustainability, which will include:

* Policies and procedures in place and with an annual action plan
* Guidance for staff in how to minimise environmental impacts and costs through simple methods such as recycling facilities, replacing dead light bulbs with energy efficient alternatives wherever possible. Ensuring heating and cooling is managed to ensure comfort but eliminate waste (with recommended temperatures of between 21-25 degrees Celsius if possible), ensuring lights and other equipment are turned off when not in use, ensuring food waste is minimised (and composted if possible), etc.
* Vehicles used are ULEZ compliant

**17 Work Related Road Risk (WRRR) safety requirements TO BE CHECKED ???**

17.1 LB Camden is seeking to reduce Vulnerable Road User casualties. The approach adopted by LB Camden is aligned to that of TfL.

More details on managing work related road risk can be found on TfL’s website:

* <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>

Please note any costs associated with compliance are to be met by the Contractor.

**1. Fleet Operator Recognition Scheme (FORS) Accreditation**

1. Where the Contractor operates Large Vehicles (a vehicle with a MAM exceeding 3,500 kilograms), it shall within 90 days of the Contract Date: (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the “Alternative Scheme”); and (unless already accredited) have attained the standard of Bronze Accreditation (or higher) or the equivalent within the Alternative Scheme.
2. The Contractor shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme.
3. Alternatively, where the Contractor has attained Silver or Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

**2. Driver Licence Checks**

The Contractor shall ensure:

1. It has a system in place to ensure all its Drivers hold a valid driving licence for the category of vehicle that they are tasked to drive, along with recording any endorsements, or restrictions on the Drivers licence; and
2. That each of its drivers has a driving licence check with the DVLA or equivalent before that driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale (in the case of the DVLA issued licences only), or the Contractor’s risk scale, provided that the Contractor’s risk scale has been approved in writing by the Authority within the last 12 months:
* 0 – 3 points on the driving licence – annual checks.
* 4– 8 points on the driving licence – six monthly checks.
* 9 – 11 points on the driving licence – quarterly checks; or
* 12 or more points on the driving licence – monthly checks.

**3. Driver Training**

The Contractor shall ensure that each of its drivers undergo approved progressive training (to include a mix of theoretical, e-learning, practical and on the job training) and continued professional development to include training covering the safety of vulnerable road users and on-cycle hazard awareness, throughout the Term of the Contract.

**4. Collision Reporting**

The Contractor shall ensure that it has a system in place to capture, investigate and analyse road traffic collisions that results in fatalities, injury or damage to vehicles, persons, or property and for generating Collision Reports. For example, the CLOCS Manager [www.clocs-manager.org.uk](http://www.clocs-manager.org.uk).

The Contractor shall notify the authority of any collisions involving injuries to persons or fatalities within five working days of an incident occurring and provide to the Authority an updated Collision Report within five working days on written request.

**5. Failure to Comply with WRRR requirements**

If the Contractor fails to comply with paragraphs 1-4 above:

1. The Contractor shall be in material breach of this Contract and subject to the Enforcement Procedure referred to in sub-paragraph (v) below; and
2. The Authority may refuse the Contractor, its employees, agents, and Large Vehicles entry onto any property that is owned, occupied, or managed by the Authority for any purpose (including but not limited to deliveries).
3. Contractors will self-certify their compliance at the start of the Contract and provide annual updates on their compliance, as well as notifying the Authority if their compliance changes at any stage.
4. Spot checks will be undertaken at random times at Council properties and potentially also at Contractor’s vehicle operators’ sites or depots.
5. A copy of the Enforcement Procedure is attached in Schedule 9. Contractors should note that the Authority has the option to terminate this contract in the event of non-compliance with paragraphs 1 to 6 above. The Authority reserves the right to amend this Enforcement Procedure in the future; therefore, it is included for guidance and indicative purposes only. A copy of any amended Enforcement Procedure will be issued to you.

**6. Work Related Road Risks Definitions**

Approved Driver Training means the Safe Urban Driving course as accredited by the Joint Approvals Unit for Periodic Training (JAUPT) details of which can be found at: <http://www.fors-online.org.uk/cms/training/driver-cpc-training-2/>. This course is offered free to FORS members by various training providers. London Borough of Camden has funding for Safer Urban Driving courses; please enquire with WRRR@Camden.gov.uk for details of upcoming courses.

Bronze Accreditation means the minimum level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.forsonline.org.uk](http://www.forsonline.org.uk).

CLOCS Manager means the best practice, work related road risk safety reporting system that enables fleet operators to capture, investigate and analyse incidents, collisions, and near-misses, as detailed at [www.clocs-manager.org.uk](http://www.clocs-manager.org.uk).

Collision reporting means a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities and within 5 working days of occurring.

Driver means any employee of the Contractor (including an agency driver), who operates Large Vehicles on behalf of the Contractor while delivering the Services.

DVLA means the Driver and Vehicle Licensing Agency.

eLearning means an online driver training course offered via FORS and one of either two modules ‘cycle safety’ or ‘safety’, which can be found at:

<http://www.fors-online.org.uk/index.php?page=AE_INTRO&return=PTE_INTRO>

FORS means the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating van and lorry fleets. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws as well as their environmental, social, and economic performance.

FORS Standard means the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

Gold Accreditation means the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

Silver Accreditation means the intermediate level of accreditation within the FORS Standard, the requirements of which are more particularly described at: [www.fors-online.org.uk](http://www.fors-online.org.uk).

Large Vehicle means a vehicle with a MAM exceeding 3,500 kilograms.

MAM means the maximum authorised mass of a vehicle or trailer including the maximum load that can be carried safely while used on the road. This is also known as the gross vehicle weight (GVW).

Vulnerable Road Users means a pedestrian, cyclist, motorcyclist, or person of reduced mobility.