



# **DERBYSHIRE COUNTY COUNCIL Place, Passenger Transport DPS**

## **SCHEDULE D**

### **Performance Management Framework and Remedies December 2022**

**Schedule D Performance Management Framework and Remedies  
- Version Control**

Version	Author	Date	Comments	Approved by
1.0	I K Gregory	December 2022	Final	

## 1. INTRODUCTION

This document sets out the framework for monitoring performance of the Services and for determining any resulting adjustment to the Monthly Payment.

## 2. DEFINITIONS

See definitions in Schedule A

## 3. PERFORMANCE TARGETS

The full list of performance targets are detailed in Table 1 of this schedule and those that apply to any Call Off contract shall be set out in Schedule B. The Performance Targets shall apply from the start date of the contract and performance of the transport Service(s) shall be monitored on an ongoing basis. All targets are subject to change and shall be reviewed at least annually.

Table 1		PTU Key Performance Indicators			
SEND & ASCH	KPI	Measure	Target	Penalty Points	Financial Deductions
1	Punctuality	Late operation, reaching/leaving pick-up/drop off more than 15 minutes late. Self-reported and reported by passenger(s)/establishments	100% of journeys to arrive at pick up/drop off points within 15 minutes of scheduled time within period.	10-15% late journeys = 5 points, 16-20% late journeys = 10 points	No financial deductions
2	Lost Mileage	Failure to operate service for reason within suppliers' control. Reasons could include but not be limited to: no driver, no vehicle, breakdown. Measured through self-reported and/or reported by clients/schools/establishments etc.	Operated services to be 99% or better within period.	1% = 0 points, 2% to 3% 5 points, 4-5% 10 points, 6% plus 15 points	Financial deductions will be made pro-rata based on tender value for all non-operated journeys.
3	Vehicle Type	Failure to operate service with the correct vehicle unless otherwise authorised by the Council in any 12 month rolling period	100% of services to be operated with correct vehicle within period.	1 failure = 5 points. 2 failures = 10 points, 3 failures = 15 points	No financial deductions
4	Driver/Passenger assistant	Failure to operate service with approved driver/Passenger Assistant	100% of services to be operated approved driver/passenger assistant	1 failure in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the	No financial deductions

				Council, further failure within the period will result in clause 17.1.3 being invoked	
5	Safeguarding Breach	Safeguarding incident self-reported or reported by client/school	No safeguarding breaches	1 failure in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	No financial deductions
6	Failure to report accident within 1 hour	Failure to report accidents within 1 hour, self-reported or reported by client/school	100% of accidents to be reported to DCC within 1hr	1 failure in 12 months = invoking of clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure in the period will result in clause 17.1.3 being invoked	No financial deductions
<b>Local Bus and Home to School Bus Services</b>	<b>KPI</b>	<b>Measure</b>	<b>Target</b>	<b>Penalty Points</b>	<b>Financial Deductions</b>
7	Punctuality	Where applicable Automatic Vehicle Locating (AVL) data showing arrival time at timing points on route.	95% of journeys to arrive at timing points on time (no more than 1 minute early of 5 minutes late) during any period.	85% plus = 0 points. 80%-84%= 2 points. 70-79% = 4 points. Less than 69% = 10 points	No financial deductions
8	Lost Mileage	AVL data showing operated mileage against scheduled mileage. If no AVL data is available this will be via self-reporting identifying any lost mileage.	Controllable lost mileage to be no more than 0.5% in any period. Controllable lost mileage is mileage lost due to vehicle non-availability, staff non-availability and breakdowns	0.9% controllable lost mileage or less = 0 points. 1%-1.9% controllable lost mileage = 2 points. 2%-2.9% controllable lost mileage = 4 points. 3% to 3.9% lost mileage 6 points. 4% plus controllable lost mileage = 10 points	Financial deductions will be made pro-rata based on tender value for all unoperated mileage.
	PG9's	Incidents self-reported by operator	Zero PG9s to be issued to vehicles while operating on contracts.	1 PG9 in 12 months = invoking clause 17.1.2 T&C's unless agreed	No financial deductions but issuing the of three PG9s to buses used on

9				otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	the contract in any 12-month period will result in termination of contract
10	Vehicle Type	Failure to operate contract with the correct vehicle in any 12 month rolling period	100% of services to be operated with correct vehicle within period.	1 failure = 5 points. 2 failures = 10 points, 3 failures = 15 points	No financial deductions
11	Driver/Passenger assistant	Failure to operate service with approved driver/passenger assistant	100% of services to be operated approved driver/passenger assistant	1 failure in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	No financial deductions
12	Failure to report accident within 1 hour	Failure to report accidents within 1 hour self-reported or reported by client/school	100% of accidents to be reported to DCC within 1hr	1 failure in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	No financial deductions
13	Safeguarding Breach	Safeguarding incident self-reported or reported by client/school	No safeguarding breaches	1 breach in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	No financial deductions
14	Failure to supply accurate period report	Accurate period report to be submitted on agreed date each period.	100% of reports to be accurately completed and returned	1 failure in 12 months = invoking clause 17.1.2 T&C's unless agreed otherwise by the Council, further failure within the period will result in clause 17.1.3 being invoked	No financial deductions

#### 4. DATA

Operators shall be notified in advance of the deadlines for completion of monitoring data and are responsible to adhere to those deadlines.

All Operators are responsible for ensuring that the information is accurate. This is a contractual requirement and shall be used to monitor the performance of the contract(s) as appropriate.

Operators shall be advised of performance and shall be required to give an explanation when the targets have not been achieved. The remedies in TABLE 5 shall be applied for late or non-submission of monitoring data or other data requests made by Place PTU. The PTU Team is under no obligation to issue reminders. Operators should build any requirements into their work programme to ensure compliance.

The PTU Team reserve the right to carry out Data Quality visits to Operators or verify monitoring data with passengers and establishments on a rolling basis to audit the integrity of data submitted by the Operator.

### **Review of Data**

The Passenger Transport Unit (PTU) Team will review data from its transport management system(s) to calculate performance against targets and triggers set out in Schedule B.

## **5. Contract Management**

All the Councils transport Operators shall be assessed through an internal PTU Contract Management process. This assessment shall consider monitoring information and performance. Contract Management Meetings and Data Quality Audits shall be scheduled based on Operator performance and risk.

Contract Management Meetings shall be undertaken at least once during the contract term or on a more frequent basis subject to the risk assessment. Under normal circumstances Operators shall be notified prior to the Contract Management Meeting and shall be issued with an agenda and details of the information required at the meeting. These meetings may be carried out in person at the Councils chosen location or virtually using, for example, Microsoft Teams.

The PTU Team shall determine if an urgent meeting with an Operator is necessary. This could include unscheduled or unannounced visits to the Operator.

For Contract Management Meetings or any Derbyshire PTU audit /visit to the Operator, the Operator may be asked to provide information. This shall include any evidence that the contract is being delivered in line with the requirements set out in the service specification and Terms and Conditions.

## **6. PERFORMANCE CRITERIA AND REMEDIES**

### **PERFORMANCE REPORTING STANDARDS**

1. It is agreed by the Parties that the performance reporting standards set out below in this Schedule consist of individual achievement targets and the Operator shall guarantee to meet all of these targets.
2. The Service Items identified in Table 3 below will be prioritised by the Categories set out in Table 2 below:

<b>TABLE 2</b>		<b>RISK / SERVICE FAILURE CATEGORY</b>	
Category	Definition		
1	Issue has low impact and can be resolved accordingly.		
2	Issue has medium impact and can be resolved accordingly.		
3	Issue has high impact and Service is partially interrupted or impaired.		
4	Issue has severe impact on the Council and requires immediate attention.		

3. The following targets shall apply to the following Service Items

<b>TABLE 3: SERVICE LEVEL REQUIREMENTS</b>				
<b>Service Item Category</b>	<b>Activity</b>	<b>Target</b>	<b>Remedy Level 1</b>	<b>Remedy Level 2</b>
Correspondence (1)	All written / e mail correspondence, unless specifically dealt with in the Agreement, to be replied to by the date requested.	100%	Operator to be notified of the problem and the matter resolved within 5 working days.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Telephone Messages (2)	All messages to be responded to within 2 working days unless alternative timescales agreed.	100%	Operator to be notified of the problem and the matter resolved within 2 working days.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Progress Updates (2)	Unresolved queries/enquiries to be reported back to the caller with progress updates at least every 24 hours.	100%	Operator to be notified of the problem and the matter resolved within 5 working days.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Response or update to verbal queries (1)	Within the agreed timescale.	100%	Operator to be notified of the problem and the matter resolved within	A payment of £26 per failure will be imposed on the Operator

			5 working days.	due to non-compliance.
Contract Variations (3)	Contract variation issued to be signed and returned to the PTU Team by the date specified.	100%	Operator to be notified of the problem and the matter resolved within 5 working days.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Contract Extensions (3)	Signed Contract extension letters to be returned to the Accommodation and Support Team by the date specified.	100%	Operator to be notified of the problem and the matter resolved within 5 working days. Payment may be withheld.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Contract Management Meetings (4)	Issues arising from contract management meetings to be addressed within the agreed timescale.	100%	Operator to be notified of the problem and the matter resolved within 2 working days.	A payment of £26 per failure will be imposed on the Operator due to non-compliance.
Key Performance Outputs (4)	Targets have not been met.	100%	Operator to be notified of the problem and the matter resolved in an agreed timescale.	Remedy in accordance with Terms and Conditions of Contract (see clauses 4.2, 20.2.1 & Schedule B).
Issue of Contract Default Notice (4)	Operator failure to meet targets as detailed in 5 below or to deliver the service in accordance with the terms and conditions of contract.	100%	Operator to respond within 10 working days in accordance with the terms and conditions of contract.	Remedy in accordance with Terms and Conditions of Contract (see clauses 4.2, 20.2.1 & Schedule B).

4. The Council reserves the right to invoke the remedies stated in Table 5 in the event of the Operator failing to meet the Service Level Requirements and the time limits for resolving/responding to the problem.
5. If the Operator fails to meet the performance targets in Table 5 above detailed in Schedule B, the Council reserves the right to issue a default notice, to suspend or to immediately terminate in accordance with the Agreement. (Refer to Clauses 17 and 20.2.1 in the Terms and Conditions)



6. In applying the remedies above the Council wishes to ensure continuity of Service as its main objective. Situations outside of the Operators control will be taken into consideration.
7. These remedies are without prejudice to any other rights or remedies available to the Council under the Terms and Conditions.
8. Service levels are accepted by the parties as being a genuine pre-estimate of the losses likely to be suffered and are not intended to be a penalty.