

SSTAT Contract Management – November 2024

1. CONTRACT MANAGEMENT RELATIONSHIPS

- 1.1 Each Supplier will be allocated a Contract Manager by the Surrey School Travel & Assessment Team (SSTAT). Each Supplier should also nominate a specified Contract Manager within their organisation. These individuals will be responsible for the formal management of the contract, monitoring performance and risks, ensuring ongoing value for money and approving strategic changes.
- 1.2 It is expected that these individuals will form the key contractual (not necessarily operational) relationship between the SSTAT and the Supplier, communicating regularly if there are performance issues or clarifications that need explanation.
- 1.3 Operational issues may be notified and resolved by any SSTAT Officer, and these issues and complaints may be recorded on the Supplier's Performance Report as appropriate. Positive feedback will also be recorded as appropriate. The SSTAT Contract Manager will monitor these reports and issue the report to the Supplier as and when necessary. Where necessary the SSTAT Contract Manager will formally discuss these issues or complaints with the Suppliers Contract Manager to ensure that they are being addressed and resolved within the Suppliers' organisation, as well as discussing positive performance where noted.
- 1.4 Where necessary the Contract Manager (from either party) may require a formal meeting to review current / outstanding issues or complaints outside of the annual review meeting. Operational or strategic management may also need to attend should the need be indicated.

2. ONBOARDING

- 2.1 All new Suppliers that have fulfilled the requirements of the Adam/sproc.net Accreditation and Enrolment process will then move through to 'Onboarding'.
- 2.2 This will include an audit at the Suppliers' premises to check statements made in the Accreditation and Enrolment as well as additional checks around recruitment processes and operational records. Following the initial award of the DPS Agreement, the Supplier's first audit will review their operating systems and processes in relation to their answers given during the tender process.
- 2.3 Following the conclusion of the initial audit we may re-score the Supplier's Custom Matrix (quality score in Adam/Sproc.net) in relation to the systems that are actually in place.
- 2.4 The Supplier will only complete Onboarding once all additional checks are completed and staff obtain SSTAT Authorised ID Badges to provide services. Only then will the Supplier be able to view opportunities and bid on contractual call-offs (routes).

3. ONGOING PERFORMANCE MANAGEMENT AND RECORDING

- 3.1 SSTAT Officers will manage and monitor our Suppliers' performance using the Approved Supplier Performance Points Scheme (Tables 1 & 2), which will try to

provide a balanced view of any positive and negative performance from the SSTAT.

- 3.2 The SSTAT is keen to encourage positive feedback and so a performance survey will be sent to Schools, Day Centres and other establishments to allow positive comments to be gathered and measured. A similar survey may also be sent to a sample of the Suppliers' passengers parents / guardians. Where positive feedback is received this will be considered by the Council and where appropriate, at their discretion, positive performance points will be issued to the Supplier.
- 3.3 Failure to provide the agreed service may also result in financial deductions or suspension from bidding for new tender Opportunities in Adam/Sproc.net (Requirements) as a result of specific defined failures as stated in the Service Specification and the Approved Supplier Performance Points Scheme.
- 3.4 Notification of any performance issues raised, performance points, financial deductions issued or tendering suspensions will be communicated to the Supplier by the nominated Contract Manager.
- 3.5 Information from Schools, Day Centres or other establishments will be considered as information from reliable sources, and so the Council will not have to investigate their complaints in order to note poor performance and/or issue negative performance points.
- 3.6 Complaints from parents/guardians/carers will be investigated by the Council. If the complaint is found to be upheld, it will be officially recorded as negative performance. All complaints will be recorded but may also be noted to be unsubstantiated or unfounded.
- 3.7 Schools, Day Centres or other establishments will be encouraged to provide regular feedback through surveys and visits, specifically regarding Suppliers' timeliness and use of correct pick up / drop off locations. There will also be the opportunity for the Schools, Day Centres or other establishments to feedback on all other service failures on an ad hoc basis.
- 3.8 Suppliers may also be asked to feedback on their own performance as well as that of their drivers, passenger assistants or any other staff members. The SSTAT expects Suppliers to be open and honest about their performance and if discrepancies are found between feedback from the Supplier and the School, Day Centre or other establishments, the onus will be on the Supplier to provide evidence that they have met the service standards. Where the Supplier has been open and honest about their performance and notified the Council of any issues, this will be considered if / when performance points or financial deductions are applied.

4. REVIEW MEETINGS - TIERED STRUCTURE

- 4.1 Due to the size of the service commissioned by the SSTAT and the number of suppliers we work with we will work within a tiered structure based on the number of routes operated to ensure that we have appropriate contact with the Suppliers providing the majority of services.
- 4.2 Every Supplier will have a formal annual review meeting. As a minimum must be attended by the nominated contract management representative to discuss the year's performance, positive and negative feedback, audit findings, service changes and developments in other processes that may affect the service. In some instances it may be necessary to ensure that operational staff are in

attendance so that knowledge of specific issues that are to be discussed is available. It may also be necessary for management at a strategic level to attend if major changes need to be approved or escalating disputes need to be resolved. The necessary attendees will be defined before the meeting is booked. The annual review will be held at the Supplier's premises.

4.3 Tier 1 – Top 25 suppliers by number of routes (around 66% of all routes October 2024)

Will also have termly meetings between the Contract Managers to discuss any operational challenges and issues as well as review the Suppliers' performance report. In general, these meetings will be held online and be recorded to facilitate accurate record keeping and actions to be completed. It will be booked before the event and both parties should ensure that they are in a suitable environment to conduct the meeting (quiet and without distractions). One of these termly meeting will also join the annual review meeting.

4.4 Tier 2 – All remaining suppliers

The SSTAT contract manager will review their performance report on a monthly basis and arrange formal discussions where required. In general, these meetings will be held online and be recorded to facilitate accurate record keeping and actions to be completed. It will be booked before the event and both parties should ensure that they are in a suitable environment to conduct the meeting (quiet and without distractions).

4.5 The annual review (for all suppliers) will also include a streamlined sample audit to ensure ongoing compliance and allow for continuous improvement. It will include operating procedures and processes, licensing and insurance compliance as well as their HR records including recruitment documentation and training records.

4.6 The following actions may be applied following the audits:

Major failure = Action for immediate attention with limited timescale for rectification. Failure to suitably rectify this failure within the notified timescale would constitute a breach of contract and the Supplier will be removed from the framework

Minor Failure = Action for attention within a notified timescale. Failure to rectify these actions will result in the issue of Negative Performance Points as per a failure to ensure that an instruction from an Authorised Officer is carried out.

Recommendations = Actions that would raise the Supplier's Quality score.

These could be based on our vision of best practise and in comparison (without detail) to how other Suppliers are working.

5. CONTRACT DISPUTE PROCEDURE

5.1 A key aspect of a collaborative / partnering relationship is the resolution of issues quickly and efficiently, without formal dispute. Both parties will adopt an early warning system whereby anyone becoming aware of a matter that could have an impact on the contract notifies the other party.

5.2 Both parties should endeavour to ensure that formal disputes do not arise, as they are time-consuming for all parties concerned and can divert effort away from the running of the contract. Effective performance monitoring, robust processes, clear methods of recording discussion and outcomes and communication can help to resolve issues at a grassroots level.

PERFORMANCE MANAGEMENT

Positive performance points will be issued after receipt of positive feedback from service users or where performance has been found to be above and beyond our contract requirements by Authorised Officers. Feedback on the delivery of the service will be gathered by the Council via surveys of the schools, day centres and other establishments that the Council provides transport for, along with random sample surveys of the families of our passengers. Statistics from our own observations of the service may also be considered for positive performance points. Positive performance points will be issued at the discretion of the Authorised Officer.

Negative performance points will be issued where failures in service delivery, as witnessed by SSTAT Officers or from other reliable sources (such as the Schools and Day Centres) or where a complaint has been investigated by the Council and found to be upheld. These are recorded and monitored as the performance management process in order to ensure contractual compliance and stimulate continuous improvement. The Supplier should be aware that financial deductions and suspension from bidding for new tender opportunities (Requirements) will also be applied alongside the Approved Supplier Points scheme for specific failures (as stated below).

NEW SUPPLIERS - THE PROBATIONARY PERFORMANCE POINTS SCHEME

New Suppliers will initially be performance managed using the Probationary Performance Points Scheme. The purpose of the Adam/Sprec.net tender process is for Suppliers to demonstrate that they understand and can provide the SSTAT's service needs. The probationary period will last 6 months from the issue of the first route to the Supplier. If the Supplier accrues over 37.5 negative points within this 6 month period they will be invited to formally explain their performance. At this point new service standards may be put in place or the Council may take other action to resolve these performance issues such as limiting the Supplier's ability to bid for new routes or removing routes they currently operate to allow the opportunity to manage the needs of their current workload. The probationary period may be extended up to one year should the SSTAT feel it is appropriate. If a significant improvement is not witnessed following these sanctions the Supplier will again be invited to formally explain their performance and may be removed from all SSTAT contracts.

THE APPROVED SUPPLIER PERFORMANCE POINTS SCHEME

Existing Suppliers and new Suppliers that have completed the probationary period will be performance managed using the Approved Supplier Performance Points Scheme. Any points (positive or negative) will be carried over from the probationary period. Points will be removed on their anniversary. Negative performance points will be discussed with the Supplier periodically, highlighting areas that require improvement and possible solutions to these issues. Where 75 negative performance points have been accrued, the Supplier will be invited to formally explain their performance. At this point new service standards may be put in place or the SSTAT may take other action to resolve these performance issues such as limiting the Supplier's ability to bid for new routes or removing routes they currently operate to allow the opportunity to manage the needs of their current workload. If a

significant improvement is not witnessed following these sanctions the Supplier may be removed from all SSTAT contracts.

POSITIVE PERFORMANCE POINTS

Where positive feedback has been received direct to the SSTAT from clients, families, Schools, other establishments or other stakeholders then the Contract Manager can apply positive performance points at their discretion.

NEGATIVE PERFORMANCE POINTS

The list of negative performance points is based on a 10 point scale where 10 is the most serious failures. Major failures are considered to be 7-10 points, medium level failures are considered to be 4 – 6 points and low level failures are considered to be 1 – 3 points.

Please note that the full list of failures available for negative performance points may be reviewed and updated as necessary. The full current list of offences is as follows:

TABLE 1

OFFENCE CODE	DESCRIPTION OF FAILURE	POINTS (NEGATIVE)	OTHER SANCTION	
			FINANCIAL DEDUCTION (% OF DAILY RATE)	SUSPENSION FROM NEW TENDER OPPORTUNITIES
Op1	Failure to attend meeting when instructed by an Authorised Officer	10		
Op2	Uncontactable by telephone between 07:30 and 17:00	3	25% of the daily rate of the route the call is regarding	
Op3	Failure to notify the Council of Sub contracting	5	100% of the daily rate	
Op4	Failure to keep accurate, current and secure records of bookings and disposal of work	5		
Op5	Failure to keep accurate, current records of vehicle licensing & insurance, and driver licensing and clearance	7		
Op6	Aggressive or rude behaviour towards an Authorised Officer	10		
Op7	Failure to provide accurate invoices (incorrect date/format, inaccurate days/numbers of journeys, etc)	7		
Op8	Failure to accurately invoice, including changes to the contract that would result in a reduction in cost or for journeys that did not take place	10	25% of any sums due for reimbursement (in addition to the sums due for reimbursement)	3 months for first failure, any subsequent failure will be at the discretion of the Council
Op9	Failure to ensure that an instruction from an Authorised Officer is carried out	10		
Op10	Failure to supply suitable cover vehicles in the allotted time	7		
Op11	Failure to cover driver or escort absence	7		
Op12	Having unsuitable, inaccurate or invalid insurance	10		3 months for first failure, any subsequent failure will be at the discretion of the Council
Op13	Operating a vehicle or driver without holding the appropriate licensing (including cross border licensing)	10	100% of the daily rate	2 months for first failure, any subsequent failure will

				be at the discretion of the Council
Op14	Knowingly allowing a driver or escort to breach the Driver and Escort Performance Points Scheme	10		
Op15	Using a driver or escort who does not have a current, valid clearance via the Council Authorised Identification Scheme or who has been suspended	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op16	Using a driver or escort whose Council Authorised Identification badge is registered to another Supplier	5	50% of the daily rate	
Op17 I	Upheld complaints against the service provided by the Supplier	1		
Op17 II	Upheld complaints against the service provided by the Supplier	2		
Op17 III	Upheld complaints against the service provided by the Supplier	3		
Op17 IV	Upheld complaints against the service provided by the Supplier	4		
Op17 V	Upheld complaints against the service provided by the Supplier	5		
Op17 VI	Upheld complaints against the service provided by the Supplier	6		
Op17 VII	Upheld complaints against the service provided by the Supplier	7		
Op17 VIII	Upheld complaints against the service provided by the Supplier	8		
Op17 IX	Upheld complaints against the service provided by the Supplier	9		
Op17 X	Upheld complaints against the service provided by the Supplier	10		
Op18	Failure or refusal to carry all the passengers on the contract	8		
Op19	Providing staff not trained in the use of Wheelchair restraints and/or other equipment necessary to the contract	10		
Op20	Providing escorts without First Aid training	10		
Op21	Failure to ensure that a contract is completed with 15 minutes of the stated time on the contract (over 5 times in a 4 week period)	5		
Op22	Failure to ensure that no more than 3 drivers or escorts are used on a route in an academic term for school transport, or per 4 month rolling period for social care transport.	5		
Op23	Failure to supply an accident report – verbally within 2 hours and an accident report form within 48 hours	10	50% of the daily rate	
Op24	Failure to notify of change of address and supply a copy of all updated licensing documents within 7 days	8		
Op25	Failure to notify of change to email or telephone details within 7 days	5		
Op26	Failure to notify of change of contract details (including non-attendance or leaving)	8		
Op27	Failure to use equipment provided by the Council for use on the contract	10	50% of the daily rate	
Op28	Failure to request child safety seats necessary for the safe provision of the contract where they have not been provided by the Council	8		
Op29	Failure to ensure that tail lifts have been LOLER certified every 6 months	10		
Op30	Failure to ensure that tail lifts have been weight tested every 12 months	10		
Op31	Failure to ensure that staff attend appointments for Council Authorised Identification applications on time and with the required documentation	2		

Op73	Failure to complete suitable passenger or parent introductions that lead to service issues and complaints	8	50% of the daily rate	
Op74	Failure to submit appropriate bids for routes without considering all aspects of the route that results in a request for cost increase or termination	10		
Op75	Terminating a route within 28 days from 1 st day of operation due to a reason that should have been previously considered or managed by the Supplier that shows a significant lack of consideration for the passenger	10		
Op76	Failure to agree reasonable cost adjustments for changes to the route that result in the termination of the route (outside of the mileage rate matrix – e.g. where there is a change in the size of the vehicle)	10		
Op77	Failure to accept routes at the cost submitted during a tender	8		
Op78	Failure to ensure that equipment remains with the passenger over holiday periods or when the contract has been terminated - which results in the equipment being unavailable for that passengers' use when needed	5		
Op79	Failure to communicate the late running of a route to the school/parent and SSTAT	3		
Op80	Failure to leave appropriate time periods for SSTAT Authorised ID applications (advised as 2 months) or changes of operator (advised as 2 weeks)	4		
Op81	Failure of accepting Service Agreements when capacity is not in place to operate the service to fulfil the Service Specification	10		3 months for first failure, any subsequent failure will be at the discretion of the Council

MAINSTREAM COACHES ONLY				
Op32	Failure to supply a vehicle sufficient for the passenger capacity in line with the Service Specification	10	100% of the daily rate	
Op33	Failure to display route sign in the front windscreen	4	25% of the daily rate	

TABLE 2

DRIVER / ESCORT PERFORMANCE POINTS AND RELATED SUPPLIER SANCTION					
The Supplier is responsible for the fulfilment of their contracts and the actions of their staff. Suppliers will receive Negative Performance Points if their driver or passenger assistants are found to have failed to meet the contract measures whilst undertaking a SSTAT contract as per the Code of Conduct.					
OFFENCE CODE	CODE OF CONDUCT CODE	DESCRIPTION OF OFFENCE	POINTS	OTHER SANCTION	
				FINANCIAL DEDUCTION (% OF DAILY RATE)	SUSPENSION FROM NEW TENDER OPPORTUNITIES
Op34	ST01	Failure to keep the interior and exterior in a clean and tidy condition, odour free (including smoke) and free from obvious damage	1		
Op35	ST02	Driving a vehicle on Council contracts that is not in a roadworthy condition	10		
Op36	ST03	Failure to display Private Hire/Hackney Carriage plates , PCV disk or Section 19 permit	2		

Op37	ST04	Failure to carry a fully charged fire extinguisher or a first aid kit on the vehicle.	1		
Op38	ST05	Failure to provide valid Hire & Reward Insurance within 7 days of a request to do so from an Authorised Officer	4		
Op39	ST06	Using an unlicensed and/or uninsured vehicle	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op40	ST07	Failure to present a vehicle for inspection at a time, date and place designated by an Authorised Officer	2		
Op41	ST08	Failure to display the "School Bus" sign or the EU-approved child logo sign in the vehicle when conducting Council contracts	1		
Op42	ST09	Failure to remove the "School Bus" sign or the EU-approved child logo sign in the vehicle when not conducting Council contracts	1		
Op43	ST10	Failure to ensure that no passenger under 8 years old will travel in the front seats (Taxis and Minibuses only)	3		
Op44	ST11	Failure to apply and maintain wheelchair tracking and/or securing systems appropriately	5		
Op45	ST12	Failure to use, correctly apply or maintain any other equipment used in the SSTAT contract including child seats	5		
Op46	ST13	Failure to make sure that the passengers are wearing seat belts whilst on transport	5		
Op82	ST14	Failure to notify the SSTAT that a child car seat is required, or that a car seat is inappropriate for a particular child	5		
Op47	ST15	Vehicles on our contracts displaying advertising of a company that is not operating the route.	3		
Op48	ST16	Failure to report an accident or supply a written report to the Council	10	50% of the daily rate	
Op83	ST17	Being under the influence of alcohol or drugs whilst on duty, or carrying alcohol or drugs in the vehicle	10		
Op49	ST18	Failure to be clean and presentable whilst working, including body odour (Clothing must be clean, smart casual as a minimum) and secure footwear suitable for driving must be worn	1		
Op50	ST19	Failure to reasonably assist passengers without good cause	3		
Op51	ST20	Driving a licensed vehicle without holding the appropriate driving licence/category	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op84	ST21	Making an unscheduled, non-emergency stop with passengers on board	4		
Not applicable	ST22	Failure to notify change (within 7 days) of address, telephone	Not applicable		

		number, email address or Supplier employed by			
Op52	ST23	Failure to notify change (within 7 days) of medical condition which may affect the ability to drive	5		
Op53	ST24	Failure to notify after a criminal offence has been committed (inc convictions, cautions, reprimands, or final warnings which would not be filtered in line with current guidance)	5		
Op54	ST25	Failure to produce a valid DVLA Driver's Licence within 7 days of a request to do so by an Authorised Officer	1		
Op55	ST26	Failure to have a valid Council Authorised Identification on board the vehicle whilst working on Council contracts (or without written exemption)	1		
Op56	ST27	Failure for an individual to have completed their application and been issued with their Council Authorised Identification before working on Council contracts	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op57	ST28	Failure to have a valid Private Hire/Hackney Carriage badge (if appropriate) on board the vehicle whilst working on Council contracts (or without written exemption)	1		
Op58	ST29	Making a false statement or withholding information to obtain a Council Authorised Identification	2		
Op59	ST30	Driving in a manner contrary to the Road Traffic Act (or other legislation) whilst working on Council contracts	5		
Op60	ST31	Using threatening or offensive language or behaviour	5		
Op61	ST32	Working outside of any conditions imposed on their Council Authorised Identification	5		
Op62	ST33	Failure to inform the Council of changes to the route or passenger details (including non-attendance or leaving)	8		
Op63	ST34	Transporting unauthorised passengers	5		
Op64	ST35	Working without a valid Council Authorised Identification	10	100% of the daily rate	2 months for first failure, any subsequent failure will be at the discretion of the Council
Op65	ST36	Failure to abide by an instruction of an Authorised Officer	2		
Op66	ST37	Failure to ensure that child passengers are handed over to an appropriate responsible adult	8		
Op68	ST39	Smoking whilst on duty during a Council contract	3		
Op69	ST40	Escort sitting in the front of the vehicle during a SSTAT contract	2		
Op70	ST41	Leaving the vehicle whilst passengers are on board	4		
Op71	ST42	Having passengers personal contact details or contacting passengers via phone, text, email, social network.	5		
Op85	ST43	Giving money or gifts of any description to passengers without	5		

		prior permission from parents/guardian			
Op86	ST44	Giving smoking materials to a passenger or allowing passengers access to smoking materials or failing to report theft by a passenger of smoking materials or any other items	5		
Op72 I	ST45	Any other offence as deemed by the appropriate Authorised Officer	1		
Op72 II	ST45	Any other offence as deemed by the appropriate Authorised Officer	2		
Op72 III	ST45	Any other offence as deemed by the appropriate Authorised Officer	3		
Op72 IV	ST45	Any other offence as deemed by the appropriate Authorised Officer	4		
Op72 V	ST45	Any other offence as deemed by the appropriate Authorised Officer	5		

The Supplier should also be aware of the following financial deductions which may also be applied as a stand-alone financial deduction:

- Non operation of route – 50% of daily rate. Defined as:
 - a) Failure to operate any part of the journey.
 - b) Operation earlier than the scheduled pick-up time resulting in one or more missed pick-ups.
 - c) Failure to observe scheduled pick-up points resulting in missed pick-ups.
- Lateness – 50% of daily rate. Defined as:
 - a) Failure to pick up a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled pick-up time without prior notice.
 - b) Failure to drop off a passenger (or a group of passengers scheduled to be picked up at a specified pickup point) within 15 minutes of the scheduled drop off time without prior notice.
- Failure to drop off or collect passengers at the designated point at schools/establishments – 50% of daily rate
- Failure to ensure that passengers use seatbelts – 50%