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Schedule 2.2 - ESMCP Mobile Services Agreement

Performance Levels

Version 1.0

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CHANGE HISTORY

Version No.	Effective Date of agreement / CAN	Version / Details of Changes included in Update	Author(s)
1.0	01/12/2024	Execution Version	ESMCP

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1 Introduction

- 1.1 The MS Supplier shall ensure that the Supplier Solution meets 3ES operational and performance requirements to the extent set out under the relevant terms of this Agreement, including, as applicable, for day-to-day use and at Planned Events, or Spontaneous Events that precipitate a high demand from 3ES (subject to the Available Radio Capacity).
- 1.2 This Schedule sets out the standards of performance that the Authority requires of the Supplier in respect of the Services. This Schedule is split into three parts:
 - 1.2.1 Part A provides an overview of the Performance Indicators, the Initial Service Period, the calculation of Service Points including in respect of Repeat KPI Failures and Service Credits;
 - 1.2.2 Part B sets out the Party's obligations with regards to performance monitoring; and
 - 1.2.3 Part C provides an overview of the Performance Indicators applicable to each Service (and their categorisation as a KPI or a SPI) and contains for each Performance Indicator, their definitions, descriptors and details, method of calculation, Service Period, Minimum Service Thresholds of the Performance Indicators and the Service Points applicable.

Part A: Performance Management

2 Performance Indicators

- 2.1 Part C sets out the Key Performance Indicators (“**KPIs**”) and Subsidiary Performance Indicators (“**SPIs**”) which shall be used to measure the performance of the Services and Social Value by the Supplier.
- 2.2 The Supplier shall monitor and report its performance against each Performance Indicator and shall submit to the Authority a Performance Monitoring Report detailing its actual Service performance level in accordance with Part B.
- 2.3 Service Points and Service Credits shall accrue for any KPI Failure and be calculated in accordance with Paragraphs 4 and 5 of this Schedule.

3 Initial Service Period

- 3.1 If the Operational Service Commencement Date on which the relevant Service is delivered is:
- 3.1.1 [REDACTED] in which it occurs, then the period over which the Service is delivered in that calendar month will be added to the subsequent calendar month and the Service Period for the subsequent calendar month shall include the days over which the Service is first delivered; or
- 3.1.2 [REDACTED] in which it occurs, then the Service Period for such calendar month shall be the period from the moment the Service is first delivered until the end of that calendar month,
- (the “**Initial Service Period**”).

4 Service Points

- 4.1 If the level of performance of the Supplier during a Service Period achieves the Minimum Service Threshold in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator. Notwithstanding Clause 7.8, any change to any Minimum Service Threshold must be agreed between the Parties in accordance with the Change Control Procedure.
- 4.2 If, subject to Paragraph 19 below the level of performance of the Supplier during a Service Period is below the Minimum Service Threshold in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in the remainder of this Paragraph 4 and Paragraphs 5 and 6 of this Schedule.
- 4.3 Service Points shall be calculated as follows:
- (a) Subject to Paragraph 6, the initial calculation of Service Points that shall accrue to the Supplier in respect of any KPI Failure shall be made using the applicable number for

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the level of performance set out for each Performance Indicator in Paragraphs 10 to 18 and 20 of this Schedule ("**Service Point Initial Calculation**").

- (b) The "**Final Service Point Calculation**" is derived by performing the calculation (if applicable) for Repeat KPI Failures set out in Paragraph 5.

- 4.4 The Final Service Point Calculation is multiplied by the "**Weighting Factor**" for each Performance Indicator to calculate the relevant Service Credits pursuant to Schedule 7.1 (Charges and Invoicing).
- 4.5 The Supplier shall provide monthly performance reports associated with the delivery of the Performance Indicators for the A2G Network and, for the avoidance of doubt, no Service Credit will apply to the Supplier's failure to achieve the threshold criteria of any Performance Indicator associated with the A2G Network.

5 Repeat KPI Failures

- 5.1 In addition to any obligations of the Supplier under this Agreement to provide a Rectification Plan, if a KPI Failure occurs in respect of the same Key Performance Indicator:

- (a) two times in any three consecutive Service Periods;
- (b) three times in any five consecutive Service Periods; or
- (c) four times in any twelve consecutive Service Periods,

these conditions collectively constitute the Repeat Trigger ("**Repeat Trigger**"). When a Repeat Trigger is met, the KPI Failure and any subsequent KPI Failures that occur within the relevant Service Periods for the Repeat Trigger shall be deemed a "**Repeat KPI Failures**".

- 5.2 Where a KPI Failure occurs in respect of the KPI MSA1, MSP1 and MSP2, types A and B, the Repeat Trigger shall only apply where the KPI Failures have occurred in the same County for MSA1 and in the same Region for MSP1 and MSP2.

- 5.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2 where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out for each KPI in Part C of this Schedule according to its category as a Minor KPI Failure, Serious KPI Failure, Severe KPI Failure or KPI Service Threshold Failure.

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6 Accrual of Service Points in respect of multiple KPI Failures arising from same root cause

- 6.1 Except for KPI Failures which relate to service Incident Identification Time, and Fix Time; and Service Management MSS4 to MSS6 and MSR1 to MSR6 Performance Indicators:
- (a) additional Service Points shall not accrue for any KPI Failure in addition to the original KPI Failure if the root cause of the KPI Failure is linked and where:
 - (i) such additional KPI Failure is in respect of the following Performance Indicators: MSA1, MSP1 and MSP2, types A and B. Where KPI Failures occur against more than one of the KPIs in this list, Service Points shall only accrue in respect of the first KPI failure in the following order of descending precedence: MSA1, MSP1 and MSP2; and
 - (ii) such additional KPI Failure:
 - (aa) occurs in the same Service Period as the original KPI Failure; and
 - (bb) occurs at the same time and is caused by the same (or substantially the same) root cause as the original KPI Failure.
 - (cc) occurs in the same Region or County.

- 6.2 Where multiple Service Incidents have the same (or substantially the same) root cause, the Supplier or the US Supplier (as applicable) shall correlate these Service Incidents (either at the time or retrospectively within the Service Period concerned) and Service Points shall only accrue in respect of any KPI failures for the Service Incident which results from the correlation process.

7 Permitted Maintenance

- 7.1 For Tier One Services, excluding Coverage, the Supplier is not permitted any Service Downtime for Permitted Maintenance. For Coverage only, the Authority shall agree to Service Downtime in any one Service Period up to a maximum of [REDACTED] Availability of Coverage, calculated using the methods defined in KPIs MSA1 and MSA2 as appropriate. Any (i) Service Downtime in excess of the maximum of [REDACTED]; and (ii) any Service Downtime which occurs outside of the agreed times for Permitted Maintenance, shall in each case be counted as un-Availability.
- 7.2 For Tier Two Services the Supplier shall be allowed to request a maximum of [REDACTED] Service Downtime for Permitted Maintenance in any one Service Period which shall take place between [REDACTED] subject to the provision by the Supplier to the Authority of written risk assessments in the form specified by the Authority and subject to the Service Downtime for Permitted Maintenance being identified in the Maintenance Schedule (to be approved in advance by the Authority).
- 7.3 For Tier Three Services the Supplier shall be entitled to Service Downtime for Permitted Maintenance, subject to providing [REDACTED] written notice to the Authority

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and subject to such Service Downtime for Permitted Maintenance being between [REDACTED] except where prior approved or as otherwise agreed by the Authority in writing.

- 7.4 Where the Authority has approved Permitted Maintenance for a Tier One or Tier Two Service, the Authority may request that the Supplier not undertake such agreed maintenance in cases where operational necessity means that such Tier Two Services will be needed during the period previously agreed. In the event of such a request the Supplier shall comply and agree with the Authority a time at which the Permitted Maintenance for a Tier Two Service may be carried out. Where such delay increases the risk that the Supplier may not meet its Minimum Service Threshold in respect of a KPI or SPI, the Supplier shall notify the Authority Representative of this risk in writing within [REDACTED] after becoming aware. Where the Authority makes such a request during a period of Permitted Maintenance the Supplier shall make reasonable efforts to comply in consideration that partially completed maintenance may not be capable of being interrupted immediately.
- 7.5 The Authority may reasonably request in advance that Tier Three Services be excluded from Permitted Maintenance for periods of time for operational reasons. The Supplier shall make reasonable efforts to accommodate such requests.

8 Service Credits

- 8.1 Schedule 7.1 (Charges and Invoicing) sets out the mechanism by which Service Points shall be converted into Service Credits.
- 8.2 The information contained in the Performance Monitoring Reports shall be included in the information used by the Authority to verify the calculation of any Deductions or Service Credits in each Service Period.

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PART B: Performance Monitoring and Review

9 Performance Monitoring and Performance Review Meeting

9.1 Performance Monitoring Report

██████████ after the end of each Service Period, the Supplier shall provide a written report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators (the “**Performance Monitoring Report**”). The Performance Monitoring Report shall constitute Management Information and shall be submitted by the Supplier in the format and process determined by the Authority containing, at a minimum the following information:

- 9.1.1 information in respect of the Service Period just ended, this shall include for each Key Performance Indicator and Subsidiary Performance Indicator, the Supplier’s actual performance achieved over the Service Period, and the Supplier’s actual performance achieved over the previous three Service Periods including;
- (a) the extent and number of instances that the Supplier’s performance failed to meet the Minimum Service Thresholds; and
 - (b) whether any Repeat Trigger has been triggered and which Repeat Triggers have been triggered (if any);
- 9.1.2 a summary of all Performance Failures of the Supplier that occurred during the Service Period and details of whether there are any (and which are):
- (a) Critical Performance Failures;
 - (b) Defaults;
 - (c) Intervention Trigger Events;
 - (d) KPI Failures;
 - (e) Material KPI Failures;
 - (f) Material SPI Failures;
 - (g) KPI Service Threshold Failures;
 - (h) Minor KPI Failures;
 - (i) Notifiable Defaults;
 - (j) SPI Failures;
 - (k) Rectification Plan Failures;

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- (l) Repeat KPI Failures;
 - (m) Serious KPI Failures;
 - (n) Severe KPI Failures; or
 - (o) Unacceptable KPI Failures;
- 9.1.3 any written application for an exclusion event (as defined in Paragraph 19.1.13) for performance in the Service Period;
- 9.1.4 the Supplier's calculation of the applicable Service Points and Service Credits for the Performance Failures subject of Paragraph 9.1.1 and 9.1.2;
- 9.1.5 details of any unresolved Performance Failures from the Service Period or any prior Service Periods including the progress towards resolving them;
- 9.1.6 for any KPI Failures, Intervention Trigger Events or Rectification Plan Failures during the Service Period and explanation of the causes and the action being taken to;
- (a) remedy such failure,
 - (b) address its cause; and
 - (c) reduce the likelihood of recurrence or prevent the same or substantially similar failures in the future;
- 9.1.7 the status of any outstanding Rectification Plan Processes, including:
- (a) whether or not a Rectification Plan has been agreed with the Authority; and
 - (b) where a Rectification Plan has been agreed with the Authority, a summary of the Supplier's progress in implementing that Rectification Plan;
- 9.1.8 the conduct and performance of any agreed periodic tests that have occurred, [REDACTED]
- 9.1.9 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- 9.1.10 such other details as the Authority may reasonably require from time to time;
- 9.1.11 information on Social Value, including any additional social benefits that have been progressed and/or achieved in the delivery of the Agreement, as set out in Paragraph 16 of Schedule 4.1 (Supplier Solution);
- 9.1.12 information in respect of previous Service Periods including:

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- (a) a rolling total of the number of Performance Failures that have occurred over the past [REDACTED] Service Periods;
- (b) the amount of Service Credits that have been incurred by the Supplier over the past [REDACTED] Service Periods; and
- (c) the conduct and performance of any agreed periodic tests that have occurred in such Service Period;

9.1.13 other information:

- (a) any results of the External Competency Assessment pursuant to Paragraph 9.5;
- (b) any results of any Satisfaction Surveys pursuant to Paragraph 9.6; and
- (c) information in respect of any scheduled periodic test planned for the next [REDACTED]

9.2 Supplier Boards

9.2.1 The Performance Monitoring Report shall be reviewed and their contents approved by the Authority at the Supplier Board or other such performance board established by mutual agreement of the Parties in writing (the “**Performance Review Meeting**”) to be conducted on a [REDACTED] basis (unless otherwise agreed). The Supplier Board shall (unless otherwise agreed):

- (a) be scheduled to take place within [REDACTED] after the Performance Monitoring Report is due to be submitted by the Supplier;
- (b) take place at such location and time (within the Business Hours of the Authority) as the Authority shall reasonably require (unless otherwise agreed); and
- (c) be attended by the Supplier and the Authority personnel identified in Supplier Board Representation as set out in Annex 1 of Schedule 8.1 (Governance).

9.2.2 The Authority shall be entitled to raise before, during or after the Supplier Board meeting any questions and/or request any information from the Supplier regarding any Performance Failure. The Supplier shall respond to any such questions and/or request for information within [REDACTED] after the date such question and/or request for information is notified to the Supplier by the Authority.

9.3 Performance Records

9.3.1 The Supplier shall keep appropriate, accurate and complete documents and records (including service desk records including: call histories, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received and such other records as may be specified by the Authority from time to time) in relation to the Services.

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- 9.3.2 Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records in accordance with the requirements of Schedule 8.4 (Records Provision) and provide prompt access (being no later than [REDACTED] after receipt of the Authority's request) to such records to the Authority upon the Authority's request. The records and documents of the Supplier shall be available for inspection by the Authority and/or its nominee at any time and the Authority and/or its nominee may make copies of any such records and documents and shall comply with the requirements set out in Schedule 7.5 (Financial Reports and Audit Rights).
- 9.3.3 In addition to the requirements in Paragraphs 9.3.1 and 9.3.2, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance of the Supplier both before and after each Operational Service Commencement Date and the calculations of the amount of Service Points and Service Credits for any specified period.
- 9.3.4 The Supplier shall ensure that the Performance Monitoring Report and any variations or amendments thereto which may be approved from time to time by the Authority, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are made available by the Supplier to the Authority additionally online at the location to be specified by the Authority and are capable of being printed, copied, extracted or further distributed by the Authority without restriction but always in accordance with any licensing and confidentiality limitation or restriction set out elsewhere in this Agreement.
- 9.4 Performance Verification
- 9.4.1 The Authority reserves the right to verify the Services and the Supplier's performance and any information or reports of the Supplier as to the Supplier's performance under or in connection with this Agreement against the Performance Indicators, including by audit, independent survey or otherwise or by exercise of the Authority's rights under Schedule 7.5 (Financial Reports and Audit Rights).
- 9.5 External Competency Assessment
- 9.5.1 On or after each anniversary of the Effective Date or otherwise at any time provided the Authority has served not less than [REDACTED] notice of its intent, the Authority may (at the Authority's expense) appoint an industry recognised independent body (as determined by the Authority) to assess the quality and effectiveness of the Supplier Personnel and the Supplier's processes and organisation ("**External Competency Assessment**").
- 9.5.2 The Supplier shall [REDACTED] fully cooperate with such External Competency Assessment, including by providing access to its premises and Supplier Personnel for the purposes of such assessment.
- 9.5.3 The Authority shall use its reasonable endeavours to ensure that the conduct of the External Competency Assessment does not unduly interfere with the Supplier's operation of its business.

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9.6 Satisfaction Surveys

9.6.1 In order to assess the level of performance of the Supplier, the Authority may undertake or require the Supplier to undertake satisfaction surveys (in the form to be determined by the Authority) in respect of Users, various groups of Users or the Other ESN Suppliers, (each survey a “**Satisfaction Survey**”) the results of which shall, if the Authority requests, be included in the Performance Monitoring Report. The subject matter of Satisfaction Surveys may include:

- (a) the assessment of the Supplier’s performance by the Users and the Other ESN Suppliers against the agreed Key Performance Indicators and the Subsidiary Performance Indicators; and/or
- (b) other suggestions for improvements to the Services.

9.7 The Supplier shall report in the Performance Monitoring Report any aspects of the Supplier’s performance of the Services which the responses to the Satisfaction Surveys, as reasonably determined by the Authority, state or suggest that the Supplier is not meeting its obligations under the Services Description.

9.8 The Supplier shall agree with the Authority the frequency and level of sampling of Users for Satisfaction Surveys to be conducted automatically as part of the Service Incident management process. In the event that the Supplier and the Authority are unable to agree the frequency and level of sampling of Users for Satisfaction Surveys the Authority’s decision shall be final. The Supplier shall collate the results of such Satisfaction Surveys and report trends and comments in the Performance Monitoring Report.

9.9 Subject to Paragraph 9.11 of Schedule 2.2, the Supplier shall report to the Authority on the Supplier’s performance ratings (as further detailed in Paragraph 9.11 of this Schedule 2.2) against each of the following Key Performance Indicators from Part C of this Schedule 2.2 (Performance Levels) in accordance with Clause 20.8 of this Agreement and Annex 1 of Schedule 8.4:

9.9.1 MSA1 (MS Vehicle Coverage Availability);

9.9.2 MSP5 (Dedicated Bearer Setup Performance);

9.9.3 MSS5 (Severity Two Service Incidents and Severity Three Service Incidents Fix Time) subject to Paragraph 9.10 of Schedule 2.2; and

9.9.4 MSS11 (Social Value Initiative (Carbon Literacy Accreditation),

(the “**Supplier Performance Transparency Report**”), which may be published by the Authority from the date of Achievement of the National Transition Commencement Criteria (save for Paragraph 9.9.4 which may be published from the Effective Date or as otherwise required by the Authority) and continuing publication quarterly or at such intervals as are required by the Authority.

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- 9.10 In relation to MSS5 only, no less than [REDACTED] prior to Achievement of the National Transition Commencement Criteria, the Parties shall meet to discuss in good faith whether this KPI is suitable for publication if it is shown during testing to be impacted by elements outside of the Supplier's control resulting in significantly lower than anticipated performance. The Parties acting reasonably will discuss whether the MSS5 KPI is able to be legitimately adjusted (solely for the purposes of publication) to reflect these impacting factors outside of the Supplier's control or whether another KPI shall be selected for publication. If an alternative KPI is required (because the MSS5 KPI or the adjusted MSS5 KPI is not suitable for publication) the Parties will act reasonably to agree an alternative KPI (not including MSP1 or MSP2) no less than 3 months prior to the Achievement of the National Transition Commencement Criteria.
- 9.11 The Supplier Performance Transparency Report shall set out the performance rating achieved for each Performance Indicator listed in Paragraphs 9.9.1 – 9.9.4, which shall be equivalent to the respective severity level set out in Part C of Schedule 2.2 for that Performance Indicator as set out below, averaged where appropriate in accordance with Paragraph 9.12:

Performance Rating	Severity Level in Part C of Schedule 2.2 for the Applicable KPI
Good	Meets the Minimum Service Threshold (or above)
Approaching Target	Minor KPI failure (within banding)
Requires Improvement	Serious KPI failure (within banding)
Inadequate	Severe KPI failure (within banding or below)

- 9.12 Where a Performance Indicator listed in Paragraphs 9.9.1 – 9.9.4 of this Schedule 2.2 takes monthly measures from multiple regions in establishing the severity level in Part C of Schedule 2.2, then the sum of all measurements shall be averaged per month (solely for the purposes of publication under Paragraph 9.9 of this Schedule 2.2) to provide one national reported figure.
- 9.13 The Supplier agrees that consultation with the Supplier on the manner and format of publication under Clause 20.9 shall not apply to the publication in Paragraph 9.9 of this Schedule 2.2.

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PART C: Performance Indicators

PART I: Performance Indicators for Availability, Service Incident Handling and Service Incident Notification and Fix Time

10 Availability

10.1 For the ESN Service Management System, IT Environment or any Services, each shall be considered available ("**Available**") when:

- (a) Users are able to access and utilise all the functions of such System, environment or Services;
- (b) the Supplier is able to process the Authority Data and to provide any required reports within the timescales set out in the Services Description (as measured during the applicable Service Hours); and
- (c) the performance criteria set out in the definition of the applicable KPI relating to Availability are met.

10.2 The percentage of Availability shall be measured for each Service as a percentage of the total time in a Service Period, in accordance with the formula in each applicable KPI or SPI which are of the general form:

$$\text{Service Availability \%} = ((\text{MP} - \text{SD}) \times 100) / \text{MP}$$

where:

MP = total number of minutes, excluding any Permitted Maintenance, within the relevant Service Period during the Service Hours (or Operational Hours or Business Hours as applicable and as the case may be in respect of the relevant System, environment or Service); and

SD = total number of minutes, excluding any Permitted Maintenance, of where such System, environment or Service is not Available in the relevant Service Period.

10.3 For the avoidance of doubt, when calculating Availability pursuant to this Paragraph 10:

- (a) Service Downtime (SD) due to Permitted Maintenance carried out by the Supplier in accordance with Paragraph 7.2 (Permitted Maintenance) shall be subtracted from the total number of minutes (MP) in the relevant Service Period;
- (b) Service Incidents which are proven and agreed by the Authority based on records stored in the ESN Service Management System to be directly caused by any Other ESN Supplier and whose impact affected the Availability of the Supplier Services, shall, to the extent Availability is so affected be subtracted from the total number of minutes of Service Downtime (SD) as calculated in accordance with the applicable KPI definition in the relevant Service Period; and

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- (c) Service Points shall accrue if any maintenance undertaken by the Supplier exceeds the time period agreed for such maintenance for such System, environment or Service pursuant to Paragraph 7.2 (Permitted Maintenance).

10.4 Worked examples:

(a)



11 Not Used

12 Service Incident Handling

- 12.1 The Supplier shall operate an electronic system that shall track the status of all Service Incidents associated with the Services (the **"Incident Log"**).
- 12.2 The Supplier shall integrate its Incident Log with the ESN Service Management System (if this is separate) electronically, such that any change in the Incident Log is replicated to the ESN Service Management System sufficiently rapidly (i.e. in near real time) so as to allow any applicable KPIs or SPIs to be met by any ESN Supplier and the Authority to track the Service Incident.
- 12.3 The Supplier shall raise Service Incidents via the service desk to be provided on the Authority's behalf by the US Supplier (the **"Supplier Service Desk"**) via telephone or email or the electronic binding of systems.
- 12.4 The Supplier shall ensure that the Supplier Solution permits the raising and logging of Service Incidents via automated means (including, without limitation, as the Authority shall determine, by electronic probes or remote software) and facilitates the Supplier's own staff to raise or log Service Incidents.
- 12.5 Where a Service Incident originates within the Supplier Solution, the time the Supplier updates the Incident Log that is synchronised with the ESN Service Management System (where separate) shall be the **"Incident Identification Time"**.
- 12.6 The Supplier shall, for each Service Incident raised, investigate and diagnose or provide support to the US Supplier who shall investigate and diagnose, the nature of each Service

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Incident and co-operate with all Parties and the Other ESN Suppliers as the case may be in any of their investigations, diagnoses and Resolution of any Service Incident in connection with the Supplier.

- 12.7 The Supplier shall keep the US Supplier updated, update the Incident Log and where the Resolution of the Service Incident requires the Supplier's action, record in the Incident Log and the ESN Service Management System and the Supplier shall action or communicate such action requirement to such third parties as appropriate.
- 12.8 Upon completion of the investigation and the diagnosis of the Service Incident the US Supplier will review the record in the ESN Service Management System, ensuring the following information is present:
- (a) the time the Service Incident is identified ("**Incident Identification Time**");
 - (b) a unique Service Incident number;
 - (c) the nature and severity of the Service Incident;
 - (d) a list of actions to investigate the Service Incident;
 - (e) identification of the party (Supplier or any Other ESN Suppliers) required to take action to resolve the Service Incident;
 - (f) the confirmed timeframe for the investigation and Resolution and Initial Incident Investigation Conclusion Time;
 - (g) not used; and
 - (h) the Fix Time.
- 12.9 The US Supplier shall inform the Authority (and User Organisations and/or Other ESN Suppliers as applicable) of the outcome of the investigation of each Service Incident. The time at which these organisations are informed shall be recorded in the Incident Log (the "**Initial Incident Investigation Conclusion Time**") and this information synchronised with the ESN Service Management System (where separate).

13 Service Incident Identification Time, and Fix Times

- 13.1 Not used.
- 13.2 The Fix Time of a Service Incident is the period from the Initial Incident Investigation Conclusion Time to the point of its Resolution ("**Fix Time**") and Resolution of a Service Incident means that either:
- (a) the Service has been restored, the root cause of the Service Incident has been removed and the Services are being provided in accordance with the Services Description and Performance Indicators; or

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- (b) the Authority has been provided with a workaround in relation to the Service Incident deemed acceptable by the Authority;

and the Party raising the Service Incident, or the Authority acting on behalf of a User Organisation, is in agreement that the Service Incident has been Resolved and may be closed, (such agreement not to be unreasonably withheld) ("**Resolution**").

- 13.3 Where a Severity One Service Incident or Severity Two Service Incident recurs despite being Resolved in accordance with Paragraph 13.2, the Supplier shall re-open the original Service Incident and the Fix Time shall be re-started to include all the time the Service Incident is subsequently worked on. Whether or not an Service Incident has recurred shall be initially determined by the Authority, acting reasonably, and may include situations where:

- (a) A process can not be comprehensively re-tested as it is an occasional event, e.g. an overnight batch run or an end of month reconciliation of information; and / or
- (b) A Service which was not Available is returned to operational status then subsequently fails in a short space of time.

- 13.4 The Supplier may subsequently prove (e.g. by carrying out a root cause analysis) that such a situation was two separate Service Incidents which were accidentally conflated at one Service Incident. In which case they shall be treated as two separate Service Incidents provided that the Supplier has notified the Authority within [REDACTED] of becoming aware of such accidental conflation and such notification is within [REDACTED] after the date upon which the first of the Service Incidents originated and the Supplier obtained the Authority's approval in writing as to the separation of Service Incidents.

- 13.5 Worked example:

[REDACTED]

- 13.6

[REDACTED]

- 13.6.1 Worked example:

for Severity Three Service Incidents, Severity Four Service Incidents and Severity Five Service Incidents:

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(a)

13.8 The Supplier shall measure Incident Identification Times and Fix Times as part of its Service Management responsibilities and report its performance to the Authority on Fix Times as part of the Performance Monitoring Report.

13.8.1 For the purposes of this Schedule, the following expressions shall have the following meanings:

Definition	Meaning
Service Incident	a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators or any other unplanned interruption to the ESN Service Management System, the IT Environment or Service or a reduction in the quality of any such item or any other failure of any such item;
Severity One Service Incident	<p>a Service Incident which causes or results in:</p> <ol style="list-style-type: none"> 1. Loss of a part of Vehicle Coverage containing a large contiguous area amounting to [REDACTED] of the road length of a County; 2. Loss of a part of Vehicle Coverage affecting [REDACTED] of Users from a County; 3. Loss of access to the Mobile Communications Service Bearers amounting to [REDACTED] of Users from a County; (each of points 1-3 being a “Core Network Fault”); 4. Loss of all or part of Coverage within the defined boundaries of a Strategic Location (as described in Paragraph 13.13) at a time when a raised level of service is required (point 4 being a “RAN Fault”); or 5. Loss of the interface to the ESN Service Management System (point 5 being an “Interface Fault”).

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Definition	Meaning
Severity Two Service Incident	<p>a Service Incident which causes or results in:</p> <ol style="list-style-type: none"> 1. Loss of part of Vehicle Coverage with a widespread impact, amounting to [REDACTED] up to [REDACTED] of the road length of a County; 2. Loss of part of Vehicle Coverage, amounting to [REDACTED] up to and including 5% of Users in a County; 3. Loss of access to the Mobile Communications Service Bearers, amounting to [REDACTED] up to and including [REDACTED] of Users in a County; 4. Reduction in performance (such as a minor intermittent outage) at Strategic Locations at a time when enhanced service is required; or 5. Failure of an Emergency Vehicle Coverage Solution.
Severity Three Service Incident	<p>a Service Incident which is notified to the Supplier by the Authority, or a User Organisation via the US Supplier, as having an operational impact on User Organisations in accordance with Paragraph 12.5 of this Schedule and causes or results in:</p> <ol style="list-style-type: none"> 1. Loss of part of Vehicle Coverage due to a fault on a single cell site with an impact of [REDACTED] up to and including [REDACTED] of the total road length of a County; 2. Loss of part of Vehicle Coverage affecting up to and including [REDACTED] of Users in a County; 3. Loss of access to the Mobile Communications Service Bearers for [REDACTED] Users in a County; 4. Localised minor degradation in access to the Services (such as an intermittent outage other than one that would cause a Severity Two Service Incident) affecting [REDACTED] up to and including [REDACTED] of Users from a County; 5. Loss of access to the Service Catalogue and order management system.
Severity Four Service Incident	<p>a Service Incident which causes or results in:</p> <ol style="list-style-type: none"> 1. Loss of part of Vehicle Coverage due to a fault at a single cell Site in a rural area with no operational impact; 2. Loss of part of Vehicle Coverage affecting [REDACTED]; 3. Loss of access to the Mobile Communications Service Bearers for [REDACTED]; 4. Localised minor degradation to performance of Services; 5. Error in documentation in a knowledge database; and

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Definition	Meaning
	6. Loss of Coverage to a Coverage Enhancement Location, unless a specific agreement has been made for the CEL upon commission from the Optional Services Catalogue.
Severity Five Service Incident	a Service Incident comprising a flaw which is cosmetic and, as such, does not undermine the User's confidence in the information being displayed or one which has a minimal adverse impact on the ability of an Emergency Service to carry out its duties; Non-exhaustive examples: 1. Report presentation issues; 2. Spelling error; or 3. Misalignment of data on screen display.

13.9 The Minimum Service Thresholds for Service Incident Fix Time shall be as below:

Service Incident Severity	Fix Time	Measured During
Severity One Service Incident (Core Network Faults)		
Severity One Service Incident (RAN and Interface Faults)		
Severity Two Service Incident		
Severity Three Service Incident		
Severity Four Service Incident		
Severity Five Service Incident		

13.10 For Severity Five Service Incidents, the Service Incident may be treated as Resolved if the Parties agree that the fix in question can be rolled-up into a scheduled release.

13.11 The Parties may agree other appropriate treatment on a case by case basis and will document any particular agreement in (at a minimum) the ESN Service Management System.

13.12 The Authority will provide [REDACTED] of the Effective Date a draft list of locations ("**Strategic Locations**") where the Supplier may be required to apply only Severity One Service Incident and Severity Two Service Incident status to Sites providing Coverage to

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those locations. The Supplier and the Authority shall agree [REDACTED] of receipt of the draft list from the Authority a detailed list of Strategic Locations that are covered by no more than [REDACTED] including details specific to individual User Organisations. Following agreement of that detailed list by the Parties, the relevant Strategic Locations may be changed by the Authority via the Change Control Procedure.

13.13 The list of Strategic Locations will define:

- (a) the geographic extent and boundaries of the location; and
- (b) any periods during which the raised level of service can be downgraded.

13.14 The Authority will provide a list of Planned Events which require a raised level of service to the Supplier at least [REDACTED] prior to the entry into Transition of the first User Organisation. The Authority will update the list of Planned Events on a monthly basis. The list of Planned Events will define:

- (a) the Planned Events to which the Emergency Services will have to respond over the following calendar year;
- (b) the geographic extent of each Planned Event; and
- (c) the duration of each Planned Event, and consequently the period during which the Authority expects to receive a raised level of service.

13.15 The Authority shall be entitled to add additional Planned Events to the list of Planned Events described in Paragraph 13.14 at short notice in response to changing operational circumstances.

13.16 The Authority acknowledges and agrees that the Service Incident process described in Paragraphs 12 and 13 above, is being used to log and progress any areas of concern [REDACTED]

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PART C: Performance Indicators

PART II: Other Performance Indicators

In addition to Part C, Part I Performance Indicators, the Supplier must perform its obligations to the Performance Indicators set out in each table below (categorised according to KPIs and SPIs).

14 Overview of KPIs and SPIs

Paragraphs 15 to 18 below provide an overview of the KPIs and SPIs that apply to the Services that are more particularly described and detailed in the tables which follow in Paragraph 20. The Operational Service Commencement Date from which each KPI and SPI applies and any applicable Stabilisation Period are also set out at Paragraph 19 and 20.

15 Availability of Coverage and Bearer Services

15.1 Availability of Coverage

Ref	Title	Type
MSA1	MS Vehicle Coverage Availability	KPI
MSA2	MS Enhanced Availability for Vehicle Coverage	KPI

15.2 Radio Bearer Access Services

Ref	Title	Type
MSP1	Radio Bearer Setup	KPI
MSP2	Radio Bearer Retainability	KPI
MSP5	Dedicated Bearer Setup Performance	KPI

16 Customer Support

16.1 Billing and Payment

Ref	Title	Type
MSP3	Timely Provision of Billing records	SPI
MSP4	Accuracy of Billing records	SPI

16.2 Management Information Reporting

Ref	Title	Type
MSA5	Availability of interface to Operational Data and Coverage Data	SPI

17 Service Management

Ref	Title	Type
MSS4	Severity One Service Incident Fix Time	KPI
MSS5	Severity Level 2and Severity Level 3 Service Incident Fix Time	KPI
MSS6	Severity Level 4 and Severity Level 5 Service Incident Fix Time	SPI
MSS7	Key Documents Delivered On Time	SPI
MSS8	Change Request Impact Assessments Efficiency	SPI
MSS9	Late Notice Change Requests	SPI
MSR1	Recovery Time Objective (Priority One Services)	KPI
MSR2	Recovery Point Objective (Priority One Services)	KPI
MSR3	Recovery Time Objective (Priority Two Services)	KPI
MSR4	Recovery Point Objective (Priority Two Services)	KPI
MSR5	Recovery Time Objective (Priority Three Services)	SPI
MSR6	Recovery Point Objective (Priority Three Services)	SPI

17.1 User Service Requests

Ref	Title	Type
MSS10	Service Request Fulfilment Efficiency	SPI

18 Commercial Management

Ref	Title	Type
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MSC1	Continued Commercial Compliance	KPI
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19 Application of KPIs and SPIs

19.1 The Authority and the Supplier agree that:

19.1.1 The Supplier will report on the performance of the Services in line with the definitions of the KPIs and SPIs set out in Paragraph 20 as soon as practicable after the Effective Date.

19.1.2 KPIs and SPIs will only apply to defined ESN Products which have passed the Operational Service Commencement Date milestone (G5) and will be transitioned onto by Users for enduring purposes.

19.1.3 KPIs and SPIs will not apply to any ESN Product using test or non-production hardware or software or any ESN Product that is being used for the purposes of testing and/or assurance outside of typical User usage patterns.

19.1.4 If there are ESN Products that meet the criteria of Paragraphs 19.1.2 and 19.1.3 being used by Users, the Parties will agree how to exclude the contribution of 19.1.3 from the KPIs and SPIs measurements.

19.1.5 KPIs and SPIs will only apply when Other ESN Suppliers have met all of their obligations with respect to Service Management.

19.1.6 KPIs and SPIs will apply to Extended Area Sites in the same manner as Primary Area Sites.

19.1.7 KPIs and SPIs will not apply to A2G services.

19.1.8 KPIs and SPIs will only apply for [REDACTED] where matters are entirely in the control of the Supplier in accordance with Paragraph 14.4 of Schedule 2.1.

19.1.9 An Service Incident relating to a single Coverage Enhancement Location will be classed as a Severity Level 4 Service Incident unless a specific agreement has been made for the CEL upon commission from the Optional Services Catalogue.

19.1.10 KPIs and SPIs relating to Radio Bearer Access Services (MSP1 and MSP2) will be introduced on a regional basis as User Organisations transition onto the MS Network.

19.1.11 KPIs and SPIs relating to Radio Bearer Access Services (MSP1, MSP2 and MSP5) will only apply once [REDACTED] are reached due to the statistical uncertainty in outcomes at low volumes.

19.1.12 KPIs and SPIs relating to Radio Bearer Access Services (MSP1, MSP2 and MSP5) will be subject to a Stabilisation Period after their introduction.

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- (a) The purpose of this Stabilisation Period is to confirm that the observed/measured production/live performance is aligned to the service thresholds described in Paragraph 20 of this Schedule.
- (b) If it is found, for reasons beyond the Supplier's control, that the service thresholds are unachievable then the service thresholds will be re-calibrated via a process set out in Paragraphs 19.1.15 and 19.1.16 of this Schedule .
- (c) The Stabilisation Period will be for [REDACTED].

19.1.13 The Supplier's performance may be impacted by matters outside of its control known as "**exclusion events**". The process dealing with such exclusion events is described in Schedule 4.1, section 7, paragraph 7.

19.1.14 The Parties acknowledge and agree that:

- (a) the "Stabilisation Period" in respect of each applicable KPI and SPI shall:
 - (i) be the period beginning on the Operational Service Commencement Date of the Service to which the SPI or KPI relates; and
 - (ii) subject to paragraph 19.1.14, end after [REDACTED] following such Operational Service Commencement Date;
- (b) where:
 - (i) the relevant KPI or SPI is not Achieved in any Service Period during the period set out in paragraph 19.1.14(a) above; and
 - (ii) there are less than [REDACTED] (excluding those Users who are only using Trial Products),

then such Stabilisation Period shall be extended by a further [REDACTED].

- (c) where the Service to which the KPI or SPI relates to a Service which has been dormant and then re-enters into live service then that date shall be considered to be a new Operational Service Commencement Date for the purposes of Paragraph 19.1.14(a).

19.1.15 MSP1, and MSP2 (types A and B) will be re-calibrated according to the principles below:

- (a) [REDACTED] the Parties will re-calibrate the KPI thresholds for MSP1 and MSP2. Re-calibration can also be triggered outside of the annual review if agreed by the Supplier and the Authority in writing. For the avoidance of doubt this includes both Type A and Type B for each of MSP1 and MSP2.
- (b) The re-calibrating shall be based on the principle that MS Network KPI Service Thresholds shall be closely aligned to typical network performance to identify any

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degradation in service, with a small offset to account for minor variations and the change from national to regional measures. The re-calibrating shall be undertaken and agreed by the Supplier and Authority working collaboratively, and shall include their relevant Service Management teams. The following factors shall be taken into consideration by the Supplier and the Authority during the re-calibration process:

- (i) Average network performance over the preceding [REDACTED], on the following basis:
 - 1. in Contract Years prior to Mobilisation Complete and where it is agreed User volumes are not sufficient to inform re-calibrating then the Supplier's commercial mobile network performance will be used as proxy data; and
 - 2. in Contract Years post Mobilisation Complete and where the volume of Users is considered sufficient then MS Network performance will be used.
- (ii) Service Disruption and Service Incidents over the preceding [REDACTED] that have impacted MSP1 and MSP2 KPI performance.
- (iii) User input via surveys, helpdesk calls and other data to inform if there is perceived impact to User experience.
- (c) The Parties will work collaboratively to agree whether the KPI Service Threshold for MSP1 and MSP2 should be adjusted either up or down to accommodate any changes to performance levels in the network, including any agreed offset from the average performance. If any change to reduce the KPI Service Threshold is agreed by the Parties then sufficient evidence that this will not impact User experience must be provided by the Supplier.
- (d) [REDACTED]
 - (i) [REDACTED]
 - (ii) [REDACTED]
 - (iii) [REDACTED]
 - (iv) [REDACTED]

19.1.16 MSP5 will be re-calibrated according to the principles below:

- (a) The MSP5 Type B KPI shall be re-calibrated by mutual agreement in writing of the Authority and Supplier once sufficient data has been gathered to determine required end-to-end performance of dedicated ESN bearers. As MSP5 type B does not have a commercial equivalent, there will be re-calibrating activities in the reference system

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and in the live MS Network to re-calibrate the KPI level. MSP 5 type A in addition to B re-calibrating will be conducted annually together with MSP 1 and 2.

(b) There will be 3 calibration points:

1. Initial re-calibration

The ability to capture sufficient data will require the ESN Reference System, reference devices and [REDACTED] – this will help confirm design performance as it is recognised a reference system and device does not generate sufficient real-world data/experience.

2. Second re-calibration

Using live test events to validate the User experience against the KPI threshold in 'real world' scenarios.

3. Final re-calibration after SAT

Once sufficient traffic is in the live MS Network where it may be necessary to reset the targets to allow for reasons outside the MS Supplier's control e.g. physical geography, device behaviour etc.

(c) To perform the re-calibration in the ESN Reference System, and subsequent calibration from live MS Network testing, the Supplier shall work with the US Supplier and Other ESN Suppliers to run a series of test events to capture appropriate data once this is possible. The outcome of these test events shall be analysed by the Supplier and the Authority to determine whether the MSP5 Type B KPI requires re-calibrating while still ensuring an experience that is acceptable to the Users. The Supplier and Authority shall consider the definition, calculation, measurement and levels (e.g., target times and % achievement) including Service Credits.

(d) The re-calibration points in sub-paragraph 19.1.16(b)(1) and 19.1.16(b)(2), shall occur before a Service Acceptance Test of the first ESN Product which utilises QCI65.

(e) If due to the architectural design outside of the Supplier's control certain delays are introduced, or if the User Device is unable to process or delays the bearer response due to other activities e.g. paging cycle, and other 3GPP procedures, then this will be taken into account in the MSP 5 KPI thresholds, and their impact excluded from the MSP5 performance calculations.

20 Details of KPIs and SPIs

The following sets out the detail of each KPI & SPI, its definition, description, method of calculation, Service Period, Minimum Service Thresholds and the Service Points applicable.

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MS Vehicle Coverage Availability	KPI	MSA1
Definition		
<p><i>The MS Vehicle Coverage Availability measures the proportion of time (per 'kilometre-minute' Coverage) in a Service Period when the Public Safety Communication Service is Available within Vehicle Coverage, sub-divided by County.</i></p> <p><i>Vehicle Coverage is only Available if it meets the requirements set out in Schedule 2.1.</i></p>		
Calculation		
<p><i>The Availability of Vehicle Coverage in each County shall be measured and Service Points shall accrue as defined below for each County in which Availability is below the Minimum Service Threshold. A calculation for MS Vehicle Coverage Availability shall be made by calculating the MS Vehicle Coverage Availability as a proportion of total possible Availability for each County using data recorded in the ESN Service Management System and other data as necessary, as follows:</i></p> <p><i>The percentage Availability of Vehicle Coverage in each County shall be calculated by determining the Service Downtime of Coverage within the Service Period, as a result of Service Incidents and/or maintenance above that permitted by Paragraph 7.1 (taken together, "Unexpected Downtime") which caused part of the required Vehicle Coverage to be not Available. For each such instance of Unexpected Downtime the number of minutes of downtime in the Service Period shall be multiplied by the length in kilometres of roads in scope of the requirements in each County that are affected by the Unexpected Downtime.</i></p> <p><i>For the purposes of Paragraph 10.1(c) above, the performance against KPIs MSP1 and MSP2 must be above the KPI Service Threshold for Coverage to be deemed Available.</i></p> <p><i>The Supplier shall calculate the Service Downtime for Coverage for each County for each Service Period as follows:</i></p> <div>$\sum \text{Minutes of downtime for each kilometre of in scope road in the Service Period}$</div> <p><i>The Supplier shall calculate the percentage Availability of Vehicle Coverage in each County as follows:</i></p> <div>$100 * \left(1 - \frac{\text{Service Downtime for Coverage for the County}}{\sum \text{Minutes in Service Period} * \sum \text{Kilometers of in scope road in the County}} \right)$</div>		

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Measurement

Service Period	<i>Monthly</i>		
Stabilisation Period	■		
Applicable from	■■■■■■■■■■		
Reporting Method	<p>The KPI will be reported by:</p> <p>a) The ESN Service Management System which shall record all Unexpected Downtime; <i>and</i></p> <p>b) The duration of each instance of Unexpected Downtime that shall be multiplied by the number of kilometres of in scope roads affected by the Unexpected Downtime for each County.</p>		
Service Hours	<i>Operational Hours</i>	Permitted Maintenance	■■■■■■■■■■

Levels mapped to measurement

Severity	Lower Bound % of MS Vehicle Coverage Availability Within Service Period	Upper Bound % of MS Vehicle Coverage Availability Within Service Period	Service Points
Minimum Service Threshold	■■■■■■■■■■	■■■■	■■■■■■■■■■
Minor KPI Failure	■■■■■■■■■■	■■■■■■■■■■	
Serious KPI Failure	■■■■■■■■■■	■■■■■■■■■■	
Severe KPI Failure	■■■■■■■■■■	■■■■■■■■■■	
KPI Service Threshold	■■	■■■■■■■■■■	
Weighting Factor		■■■■■■■■■■	

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Radio Bearer Setup	KPI	MSP1
Definition		
This regional metric measures setting up mission critical bearers on ESN and relates to the requirements for end-to-end service, priority and pre-emption.		
Calculation		
<p>The percentage of radio bearer ESN Users set up correctly on first attempt in accordance with the procedures set out in Schedule 2.1 ("Radio Bearer Setup") will be calculated as:</p> $100 * \left(\frac{\sum \text{Total number of Mission Critical Bearer Setups in the Service Period}}{\sum \text{Total number of Mission Critical Bearers attempted to be set up in the Service Period}} \right)$ <p>Radio Bearer Setup will be measured in two ways:</p> <ul style="list-style-type: none">• Type A – performance over a Service Period in a region; and• Type B – the worst performing hour within a Service Period in a region. <p>Service Points will accrue for the worst performing measure of Type A and Type B in a Service Period.</p> <p>The following additional calculation is applied to give an adjusted threshold when the total number of radio bearers attempted fall below [REDACTED] to account for statistical relevance at lower measured numbers:</p> <p>Adjusted Threshold = Inverse binomal of (N,D,R)/N</p> <p>N = Number of bearer request D = Original desired minimum success probability R [REDACTED]</p> <p>The Microsoft excel spreadsheet formula for this is:</p> <p>Adjusted Threshold = BINOM. INV(N,D,R)/N</p>		
Measurement		
Service Period	Monthly	
Stabilisation Period	[REDACTED]	
Applicable from	[REDACTED]	

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Reporting Method	The KPI will be reported by the Supplier's core or radio access network.		
Service Hours	Operational Hours	Permitted Maintenance	

Levels mapped to measurement

Severity	Lower Bound % of Radio Bearer Setup Within Service Period	Upper Bound % of Radio Bearer Setup Within Service Period	Service Points
Minimum Service Threshold Type A Type B			
Minor KPI Failure Type A Type B			
Serious KPI Failure Type A Type B			
Severe KPI Failure Type A Type B			
KPI Service Threshold Type A Type B			
Weighting Factor			

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Dedicated Bearer Setup Performance	KPI	MSP5
Definition		
<i>This measures the percentage of Dedicated Bearers for all services on the ESN set up within 120ms. It applies only to User Devices that are in Coverage, and already connected to the Mobile Network with a Default Bearer established.</i>		
Calculation		
<i>The percentage of Dedicated Bearer setups completed within 120ms will be calculated as:</i>		
<div>100</div> <div>$* \left(\frac{\sum \text{Total number of Dedicated Bearer setups completed within 120ms within Service Period}}{\sum \text{Total number of Dedicated Bearer setups completed within Service Period}} \right)$</div>		
<i>Setup attempts are only counted towards the KPI measurement when User Devices are in Coverage and connected to the Mobile Network with a Default Bearer established.</i>		
<i>The time period is calculated from time when bearer establishment is requested by the Mobile Network Gateway or User Device, to completion of bearer establishment. The Supplier is required to propose a reliable and proportionate methodology for monitoring for performance against this KPI, and agree this with the Authority and Other ESN Suppliers in the detailed design phase.</i>		
<p>Dedicated Bearer Setup performance will be measured in two ways:</p> <ul style="list-style-type: none">• Type A – performance over a Service Period; and• Type B – the worst performing hour within a Service Period.		
<p>Service Points will accrue for the worst performing measure of Type A and Type B in a Service Period.</p>		
<p>The following additional calculation is applied to give an adjusted threshold when the total number of radio bearers attempted fall below [REDACTED] to account for statistical relevance at lower measured numbers:</p>		
<p>Adjusted Threshold = Inverse binomial of (N,D,R)/N</p>		
<p>N = Number of Bearer Request D = Original desired Minimum Success Probability R [REDACTED]</p>		
<p>The Microsoft excel spreadsheet formula for this is:</p>		
<p>Adjusted Threshold = BINOM. INV(N,D,R)/N</p>		

Measurement

Service Period	Monthly		
Stabilisation Period	[REDACTED]		
Applicable from	[REDACTED]		
Reporting Method	The approach to reporting will be agreed between the Supplier, the US Supplier and the Authority in the detailed design phase.		
Service Hours	Operational Hours	Permitted Maintenance	[REDACTED]

Levels mapped to measurement

Severity	Lower Bound % of Dedicated Bearer Setup Performance within Service Period	Upper Bound % of Dedicated Bearer Setup Performance within Service Period	Service Points
Minimum Service Threshold Type A Type B	[REDACTED]	[REDACTED]	[REDACTED]
Minor KPI Failure Type A Type B	[REDACTED]	[REDACTED]	
Serious KPI Failure Type A Type B	[REDACTED]	[REDACTED]	
Severe KPI Failure Type A Type B	[REDACTED]	[REDACTED]	
KPI Service Threshold Type A Type B	[REDACTED]	[REDACTED]	
Weighting Factor			[REDACTED]

Radio Bearer Retainability		KPI	MSP2
Definition			
This regional metric measures the retention of the Supplier’s Radio Access Network of mission critical bearers throughout the duration of the call or data session and relates to the requirements for end to end service, priority and pre-emption.			
Calculation			
The percentage of radio bearers retained in the Service Period will be calculated as follows:			
100 * $\left(\frac{\sum \text{Total number of mission critical bearer}^{\text{call}}_{\text{data}} \text{ sessions retained on radio access network until terminated voluntarily by the User}}{\sum \text{Total number of mission critical bearers setup in the Service Period}} \right)$			
Radio Bearer Retainability will be measured in two ways:			
<ul style="list-style-type: none">Type A – performance over a Service Period; andType B – the worst performing hour within a Service Period.			
Service Points will accrue for the worst performing measure of Type A and Type B in a Service Period.			
The following additional calculation is applied to give an adjusted threshold when the total number of radio bearers attempted fall below [REDACTED] to account for statistical relevance at lower measured numbers:			
Adjusted Threshold = Inverse binomal of (N,D,R)/N			
N = Number of Bearer Request			
D = Original desired Minimum Success Probability			
R = [REDACTED]			
The Microsoft excel spreadsheet formula for this is:			
= BINOM. INV(N,D,R)/N			
Adjusted Threshold = BINOM. INV(N,D,R)/N			
Measurement			
Service Period	Monthly		
Stabilisation Period	[REDACTED]		

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Applicable from			
Reporting Method	The KPI will be measured on the Supplier's core or radio access network.		
Service Hours	Operational Hours	Permitted Maintenance	

Levels mapped to measurement

Severity	Lower Bound % of Radio Bearer Retainability Within Service Period	Upper Bound % of Radio Bearer Retainability Within Service Period	Service Points
Minimum Service Threshold Type A Type B			
Minor KPI Failure Type A Type B			
Serious KPI Failure Type A Type B			
Severe KPI Failure Type A Type B			
KPI Service Threshold Type A Type B			
Weighting Factor			

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<i>Timely Provision of Billing Records</i>	<i>SPI</i>	<i>MSP3</i>
Definition		
The proportion of Billing Records issued or due to be issued to the US Supplier which are actually issued within the agreed time frames and under the agreed process pursuant to Schedule 2.1 will be measured. Billing Records provided to the Supplier by other network operators while a User is roaming shall be excluded from the calculation.		
Calculation		
The Supplier will be measured on the proportion of Billing Records which are issued within 48 hours of the date and time of the record and under the agreed process pursuant to Schedule 2.1 in the Service Period.		
$SPI = 100 * \left(\frac{\sum \text{Number of Billing Records issued on time in accordance with agreed process}}{\sum \text{Total Number of Billing Records due to be issued within the Service Period}} \right)$		
Exam [REDACTED]		
[REDACTED]		
[REDACTED]		

Measurement			
Service Period	Monthly		
Stabilisation Period			
Applicable from			
Reporting Method	The SPI will be reported by: a) The Communication Data Records Batch Files in accordance with Paragraph 11.1.2 of Schedule 2.1 (Services Description); and b) the ESN Service Management System		
Service Hours	Business Hours	Permitted Maintenance	
Levels mapped to measurement			
Severity	Lower Bound % of Billing Records issued on time under agreed process within Service Period	Upper Bound % of Billing Records issued on time under agreed process within Service Period within Service Period	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Accuracy of Billing Records		SPI	MSP4
Definition			
<p><i>The Supplier will be measured on the accuracy of the Billing Records issued to the US Supplier within the agreed time frames and under the agreed process pursuant to Schedule 2.1.</i></p>			
Calculation			
<p><i>The proportion of inaccurate Billing Records issued to the US Supplier (where inaccurate by >1% of the total amount payable under such invoice) will be measured.</i></p> <p><i>Example:</i></p> <div style="background-color: black; height: 40px; width: 100%;"></div> <div style="background-color: black; height: 40px; width: 100%;"></div> <p><i>The measure is:</i></p> $100 * \left(\frac{\sum \text{Billing Records issued by Supplier with errors } < 1\%}{\sum \text{Billing Records issued by Supplier in the Service Period}} \right)$			
Measurement			
Service Period	Monthly		
Stabilisation Period	■		
Applicable from	■		
Reporting Method	<p>The SPI will be reported by information derived from the following:</p> <ul style="list-style-type: none"> a) Queries and complaints about Billing Record Accuracy from User Organisations and proven Billing errors logged b) Random samples / audits conducted by the Authority or Delivery Partner acting on the Authority's behalf. 		
Service Hours	Business Hours	Permitted Maintenance	■

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Levels mapped to measurement			
Severity	Lower Bound % of Billing Accuracy in Service Period	Upper Bound % of Billing Accuracy in Service Period	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Severity One Service Incident Fix Time			KPI	MSS4	
Definition					
Each Severity One Service Incident shall be treated separately and shall accrue Service Points if the average Fix Time for the Resolution of relevant Service Incidents from the Initial Incident Investigation Conclusion Time is not met.					
Calculation					
Fix Time will be measured and reported for each Severity One Service Incident separately. Severity One Service Incidents shall then be classified as either: A. Core Network Faults, B. RAN Faults; or C. Interface Faults and the average Fix Times for each class of Service Incident shall be calculated separately. Service Points will accrue for each class of Severity One Service Incident where the average time lapse between the Initial Incident Investigation Conclusion Time and the Resolution is above the Fix Time set out in Paragraph 13.9 of this Schedule.					
Measurement					
Service Period	Quarterly				
Stabilisation Period					
Applicable from					
Reporting Method	The KPI will be measured separately for each of class A and class B Service Incidents defined above, through the use of the following information recorded for each such Severity One Service Incident: (a) Initial Incident Investigation Conclusion Time; and (b) Resolution of the Severity One Service Incident.				
Service Hours	Operational Hours	Permitted Maintenance			
Levels mapped to measurement					
Severity	Fix Time Upper Bound (Service Incidents)		Fix Time Lower Bound (Service Incidents)		Service Points
	Class A	Class B	Class A	Class B	

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Minimum Service Threshold					
Minor KPI Failure					
Serious KPI Failure					
Severe KPI Failure					
KPI Service Threshold					
Weighting Factor					

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Severity Two Service Incidents and Severity Three Service Incidents Fix Time		KPI	MSS5
Definition			
<i>The Percentage of Severity Two Service Incidents and Severity Three Service Incidents Resolved within the Fix Times specified for Severity Two and Three Service Incidents.</i>			
Calculation			
<p><i>Fix Time will be measured and reported for each Severity Two Service Incident and Severity Three Service Incident separately. Service Points will accrue for the proportion of total such Service Incidents where the time lapse between the Initial Incident Investigation Conclusion Time and Resolution is above the Fix Time set out in Paragraph 13.9 of this Schedule ("Maximum Fix Time").</i></p> <p><i>The calculation will be the proportion of Fix Times above the Maximum Fix Time as follows:</i></p> <ol style="list-style-type: none"> a. <i>The number of Service Incidents for each Severity Level which occurred during the Service Period;</i> b. <i>The number of Service Incidents for each Severity Level which have been Resolved within the Fix Time for each Severity Level during the Service Period, where for the purpose of this Performance Measure, Resolution consists of either:</i> <ol style="list-style-type: none"> (i) <i>the Service Incident having been closed after having been successfully rectified through action, rectification or a workaround by the Supplier, such that the Services are being provided by the Supplier in accordance with the requirements of this Agreement; or</i> (ii) <i>Agreed reduction of a Severity Two Service Incident or Severity Three Service Incident to a Severity Four Service Incident or Severity Five Service Incident (at which point the Service Incident becomes subject to Performance Indicator MSS6).</i> <p><i>The Supplier shall calculate the Percentage of Service Incident Resolutions provided to the Authority within the required times, based on Severity Level, as follows:</i></p> $100 * \frac{\sum \text{Severity Two and Three Incidents Resolved within Fix Time}}{\sum \text{Severity Two and Three Incidents within Service Period}}$			
Measurement			
Service Period	Monthly		
Stabilisation Period			
Applicable from			

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Reporting Method	The KPI will be reported by the Incident Log information recorded for each such Service Incident: (a) Initial Incident Investigation Conclusion Time; and (b) Resolution of the Severity Two and Three Service Incidents.		
Service Hours	Operational Hours	Permitted Maintenance	

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Levels mapped to measurement			
Severity	% Severity Level 2 and Severity Level 3 Service Incident Fix Times < Maximum Fix Times Lower Bound	% Severity Level 2 and Severity Level 3 Service Incident Fix Times < Maximum Fix Times Upper Bound	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Severity Four Service Incident and Severity Five Service Incident Fix Time		SPI	MSS6
Definition			
<i>The proportion of Severity Four Service Incidents and Severity Five Service Incidents Resolved outside the Fix Times set out in Paragraph 13.9 of this Schedule will be measured.</i>			
Calculation			
<i>Fix Time will be measured and reported for each Severity Four Service Incident and Severity Five Service Incident separately. Service Points will accrue for the proportion of total such Service Incidents where the time lapse between the Initial Incident Investigation Conclusion Time and Resolution is above the Fix Time set out in Paragraph 13.9 of this Schedule (“Maximum Fix Time”).</i>			
<i>The calculation will be the proportion of Fix Times above the Maximum Fix Time as follows:</i>			
<i>a) The number of Service Incidents for each Severity Level which occurred during the Service Period;</i>			
<i>b) The number of Service Incidents for each Severity Level which have been Resolved within the Fix Time for each Severity Level during the Service Period, where for the purpose of this Performance Measure, Resolution consists of either:</i>			
<i>(i) the Service Incident having been closed after having been successfully rectified through action, rectification or a workaround by the Supplier, such that the Services are being provided by the Supplier in accordance with the requirements of this Agreement; or</i>			
<i>(ii) Agreed reduction of a Severity Two Service Incident or Severity Three Service Incident to a Severity Four 4 Service Incident or Severity Five Service Incident (at which point the Service Incident becomes subject to Performance Indicator MSS6).</i>			
<i>The Supplier shall calculate the Percentage of Service Incident Resolutions provided to the Authority within the required times, based on Severity Level, as follows:</i>			
$100 * \frac{\sum \text{Severity Four and Five Service Incidents Resolved within Fix Time}}{\sum \text{Severity Four and Five Incidents within Service Period}}$			
Measurement			
Service Period	Monthly		
Stabilisation Period			
Applicable from			

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Reporting Method	The SPI will be reported by the Incident Log information recorded for each such Service Incident, this will include: (a) Initial Incident Investigation Conclusion Time; and (b) Resolution of the Severity Four and Five Service Incidents.		
Service Hours	<i>Operational Hours</i>	Permitted Maintenance	

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Levels mapped to measurement			
Severity	% Severity Four Service Incident and Severity Five Service Incident Fix Times < Maximum Fix Times Lower Bound	% Severity Four Service Incident and Severity Five Service Incident Fix Times < Maximum Fix Times Upper Bound	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Reporting Method	The SPI will be reported under the processes agreed with the Authority for the Supplier's performance management approach set out in the Service Management Framework.		
Service Hours	Business Hours	Permitted Maintenance	

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Levels mapped to measurement

Severity	% Key Documents Delivered on Time and according to agreed process in Service Period Lower Bound	% Key Documents Delivered on Time and according to agreed process in Service Period Upper Bound	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement			
Severity	RTO Upper Bound	RTO Lower Bound	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement			
Severity	RPO Upper Bound	RPO Lower Bound	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Recovery Time Objective (Priority Two Services)		KPI	MSR3
Definition			
<p>The Recovery Time Objective (Recovery Priority Two Services) measures the time between a Service Disruption or Disaster occurring, and the re-instatement of the relevant Services (Service Recovery Time). The Services in scope of this measure are listed in Annex 1 as Priority Two in the Recovery Priority column.</p>			
Calculation			
<p>The Supplier shall record the following information:</p> <p>(a) The Disaster Occurrence Time: the time at which the Disaster occurred;</p> <p>(b) The Service Recovery Time: the time, following the occurrence of the Disaster, that Services are re-instated and are being performed in accordance with the requirements of the Agreement.</p> <p>The Actual Recovery Time shall equal the time difference between the Disaster Occurrence Time and the Service Recovery Time. This shall be compared with the Recovery Time Objective defined in this measure for those Services in scope.</p>			
Measurement			
Service Period	Monthly		
Stabilisation Period			
Applicable from			
Reporting Method	<p>The KPI will be measured through the use of the following information:</p> <p>a) The Disaster Occurrence Time</p> <p>b) The Service Recovery Time</p>		
Service Hours	Business Hours	Permitted Maintenance	

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Levels mapped to measurement			
Severity	RTO Upper Bound	RTO Lower Bound	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement			
Severity	RPO Upper Bound	RPO Lower Bound	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement			
Severity	RTO Upper Bound	RTO Lower Bound	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement			
Severity	RPO Upper Bound	RPO Lower Bound	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Contract Change Request Impact Assessments Efficiency		SPI	MSS8																				
Definition																							
<i>The “Contract Change Request Impact Assessment Efficiency” measure tracks the timeliness in provision of Impact Assessments in accordance with the Change Control Procedure.</i>																							
Calculation																							
<i>The Supplier shall comply with the time requirement to deliver Impact Assessments for each Contract Change agreed under the Change Control Procedure. The Supplier shall record the following information:</i>																							
<div><div>(a)</div><div><i>The number of Impact Assessments delivered by the Supplier to the Authority associated with individual Contract Change Requests; and</i></div></div> <div><div>(b)</div><div><i>The number of Impact Assessments being delivered by the Supplier within the agreed timeframe.</i></div></div>																							
<i>The Supplier shall calculate performance as follows:</i>																							
<div><div>100 * $\frac{\sum \text{Impact Assessments delivered within agreed timeframe in Service Period}}{\sum \text{Impact Assessments due to be delivered in Service Period}}$</div></div>																							
Measurement																							
<table><tr><td>Service Period</td><td colspan="3"><i>Quarterly</i></td></tr><tr><td>Stabilisation Period</td><td colspan="3"><div></div></td></tr><tr><td>Applicable from</td><td colspan="3"><div></div></td></tr><tr><td>Reporting Method</td><td colspan="3"><i>The SPI will be reported in reports to the Change Management Board and recorded on the Forward Schedule of Change.</i></td></tr><tr><td>Service Hours</td><td><i>Business Hours</i></td><td>Permitted Maintenance</td><td><div></div></td></tr></table>				Service Period	<i>Quarterly</i>			Stabilisation Period	<div></div>			Applicable from	<div></div>			Reporting Method	<i>The SPI will be reported in reports to the Change Management Board and recorded on the Forward Schedule of Change.</i>			Service Hours	<i>Business Hours</i>	Permitted Maintenance	<div></div>
Service Period	<i>Quarterly</i>																						
Stabilisation Period	<div></div>																						
Applicable from	<div></div>																						
Reporting Method	<i>The SPI will be reported in reports to the Change Management Board and recorded on the Forward Schedule of Change.</i>																						
Service Hours	<i>Business Hours</i>	Permitted Maintenance	<div></div>																				

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Levels mapped to measurement			
Severity	Lower Bound % of Impact Assessments Delivered on Time Within Service Period	Upper Bound % of Impact Assessments Delivered on Time Within Service Period	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Late Notice Operational Change Requests		SPI	MSS9																				
Definition																							
<i>The Late Notice Change Requests measure tracks the number of Change Requests raised by the Supplier that fall within the categorisation of 'Late Notice Operational Change' in order to track trends in the change management and assess compliance in line with Schedule 8.2 (Change Control Procedure) within each Service Period.</i>																							
Calculation																							
<i>The Supplier shall record the following information:</i>																							
<div>(a) The number of Change Requests raised by the Supplier; and</div> <div>(b) The number of Change Requests determined by the Authority to be categorised as Late Notice Changes.</div>																							
<i>The Supplier shall calculate performance as follows:</i>																							
$100 * \frac{\sum \text{Late Notice Change Requests raised by the Supplier}}{\sum \text{Change Requests Raised by the Supplier in the Service Period}}$																							
Measurement																							
<table><tr><td>Service Period</td><td colspan="3"><i>Quarterly</i></td></tr><tr><td>Stabilisation Period</td><td colspan="3"><div></div></td></tr><tr><td>Applicable from</td><td colspan="3"><div></div></td></tr><tr><td>Reporting Method</td><td colspan="3">The SPI will be as reported to the Change Management Board and recorded on the Forward Schedule of Change.</td></tr><tr><td>Service Hours</td><td><i>Business Hours</i></td><td>Permitted Maintenance</td><td><div></div></td></tr></table>				Service Period	<i>Quarterly</i>			Stabilisation Period	<div></div>			Applicable from	<div></div>			Reporting Method	The SPI will be as reported to the Change Management Board and recorded on the Forward Schedule of Change.			Service Hours	<i>Business Hours</i>	Permitted Maintenance	<div></div>
Service Period	<i>Quarterly</i>																						
Stabilisation Period	<div></div>																						
Applicable from	<div></div>																						
Reporting Method	The SPI will be as reported to the Change Management Board and recorded on the Forward Schedule of Change.																						
Service Hours	<i>Business Hours</i>	Permitted Maintenance	<div></div>																				

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Levels mapped to measurement			
Severity	Upper Bound % of Change Requests categorised as Late Notice Within Service Period	Lower Bound % of Change Requests categorised as Late Notice Within Service Period	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			
SPI Service Threshold			
Weighting Factor			

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Levels mapped to measurement

Severity	Lower Bound % of Service Requests Completed on Time in Service Period	Upper Bound % of Service Requests Completed on Time in Service Period	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			
Severe KPI Failure			
KPI Service Threshold			
Weighting Factor			

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Social Value Initiative (Carbon Literacy Accreditation)		SPI	MSS11																				
Definition																							
<p>The Social Value Initiative tracks the Supplier's progress against the Carbon Literacy Initiative outlined in Schedule 4.1 paragraph 16. This KPI measures the number of Carbon Literate employees in the contract workforce () by reporting on how many employees have achieved the certificate of Carbon Literacy accredited by the Carbon Literacy Project.</p>																							
Calculation																							
<p>At the beginning of every Service Period the Supplier shall submit a plan outlining the number of Carbon Literate certificates that will be achieved during that period.</p> <p>The supplier shall calculate performance as follows: $100 * (\text{sum of carbon literate certificates achieved during Service Period} / \text{number of carbon literate certificates forecasted to be achieved at the beginning of the Service Period})$</p>																							
Measurement																							
<table><tr><td>Service Period</td><td colspan="3">Quarterly</td></tr><tr><td>Stabilisation Period</td><td colspan="3"></td></tr><tr><td>Applicable from</td><td colspan="3"></td></tr><tr><td>Reporting Method</td><td colspan="3">Copy MSS10</td></tr><tr><td>Service Hours</td><td>Business Hours</td><td>Permitted Maintenance</td><td>Not Applicable</td></tr></table>				Service Period	Quarterly			Stabilisation Period				Applicable from				Reporting Method	Copy MSS10			Service Hours	Business Hours	Permitted Maintenance	Not Applicable
Service Period	Quarterly																						
Stabilisation Period																							
Applicable from																							
Reporting Method	Copy MSS10																						
Service Hours	Business Hours	Permitted Maintenance	Not Applicable																				

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Levels mapped to measurement				
	Severity	Lower Bound % of	Upper Bound % of	Service Points
	Minimum Service Threshold			
	Minor KPI Failure			
	Serious KPI Failure			
	Severe KPI Failure			
	KPI Service Threshold			
	Weighting Factor			

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Availability of interface to Operational Data and Coverage Data		SPI	MSA5
Definition			
This measures Availability of the interface to provide Operational Data and Coverage data provided by the Supplier in accordance with Schedule 2.1.			
Calculation			
The Availability in minutes shall be rounded to the nearest minute for the Service Period and shall be calculated as:			
$100 * \left(\frac{\sum \text{Availability in minutes}}{\sum \text{Minutes in the Service Period}} \right)$			
Measurement			
Service Period	Monthly		
Stabilisation Period			
Applicable from			
Reporting Method	The SPI will be reported by the ESN Service Management System.		
Service Hours	Operational Hours	Permitted Maintenance	
Levels mapped to measurement			
Severity	Lower Bound % of Reporting Application Availability in Service Period	Upper Bound % of Reporting Application Availability in Service Period	Service Points
Minimum Service Threshold			
Minor SPI Failure			
Serious SPI Failure			
Severe SPI Failure			

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SPI Service Threshold			
Weighting Factor			

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Continued Commercial Compliance		KPI	MSC1
Definition			
The “Commercial Compliance” KPI measure tracks continued compliance with the contractual and commercial obligations as monitored and reported upon across the following 6 SPIs: MSS7 to MSS10, MSP3 and MSP4.			
Calculation			
The Supplier shall maintain a log of the Service Points accrued SPIs: MSS7 to MSS10, MSP3 and MSP4 inclusive in the Service Period. Continued Commercial Compliance shall be calculated as follows: 100 * (Σ Service Points accrued for MSS7 to MSS10, MSP3 and MSP4 inclusive ÷ Maximum Service Points for MSS7 to MSS10, MSP3 and MSP4 inclusive if the Supplier had reached the KPI Service Threshold in Service Period for each such SPI)			
Measurement			
Service Period	Quarterly		
Stabilisation Period			
Applicable from			
Reporting Method	The KPI will be calculated using Records maintained as part of contract governance.		
Service Hours	Business Hours	Permitted Maintenance	N/A
Levels mapped to measurement			
Severity	Lower Bound SP/%	Upper Bound SP/%	Service Points
Minimum Service Threshold			
Minor KPI Failure			
Serious KPI Failure			

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Severe KPI Failure				
KPI Service Threshold				
Weighting Factor				

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