



Home Office

AUTHORITY: The Secretary of State for the Home Department

Contract for the provision of the Refugee Employability Programme

Schedule 10 Service Levels

1. DEFINITIONS

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 1 (Definitions):

"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Award Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2. WHAT HAPPENS IF YOU DON'T MEET THE SERVICE LEVELS

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
 - 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 2.4.2 the Service Level Failure:
 - a) exceeds the relevant Service Level Threshold;
 - b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - c) results in the corruption or loss of any Government Data; and/or
 - d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

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- 2.4.3 the Buyer is also entitled to or does terminate this Contract pursuant to Clause 14.4 of the Core Terms (When the Buyer can end the contract).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
 - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
 - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
 - 2.5.3 there is no change to the Service Credit Cap.

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Part A: Service Levels and Service Credits

1. SERVICE LEVELS

- 1.1 If the level of performance of the Supplier:
 - 1.1.1 is likely to or fails to meet any Service Level Performance Measure; or
 - 1.1.2 is likely to cause or causes a Critical Service Failure to occur,
- 1.2 the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
 - 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. SERVICE CREDITS

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.
- 2.3 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.4 If the level of performance of the Supplier during a Service Period is below the Target Performance Level 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 Paragraph 2.3.
- 2.5 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in Annex 1 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure.

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- 2.6 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of Schedule 10 (Service Levels).
- 2.7 For each Service Period:
- 2.7.1 the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a [REDACTED] deduction in the Service Charges; and
- 2.7.2 the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

[REDACTED]

where:

- [REDACTED] is the total Service Credits for the relevant Service Period;
- [REDACTED] is the total Service Points that have accrued for the relevant Service Period;
- [REDACTED] is [REDACTED] per Service Point; and
- [REDACTED] is the total Services Charges payable for the relevant Service Period (prior to deduction of applicable Service Credits).
- 2.8 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

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Annex A to Part A: Service Levels and Service Credits Table

No.	Key Performance Indicator Title	Definition	KPI Measure	Frequency of Measurement	Severity Levels	Service Points
KPI 01	Personal Development Plan	The Supplier shall ensure that the Personal Development Plan is reviewed and updated by the Supplier and Service User on a regular basis	The Personal Development Plan must be reviewed and updated by the Supplier and Service User, at a minimum, every twenty (20) working days.	Monthly	Target Performance Level: 100%	■
					Minor KPI Failure: 99% - 85%	■
					Serious KPI Failure: 84% - 70%	■
					Severe KPI Failure: 69% - 60%	■
					KPI Service Threshold: Less than 59%	■
KPI 02	End of Service	The Supplier shall revoke the offer of support from a Service User that has become non-contactable	The Supplier shall ensure they revoke the support from a service user who has become non-contactable as set out within Schedule 2 Specification Paragraph 2.3.3	Monthly	Target Performance Level: 100%	■
					Minor KPI Failure: 99% - 90%	■
					Serious KPI Failure: 89% - 80%	■
					Severe KPI Failure: 79% - 70%	■

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No.	Key Performance Indicator Title	Definition	KPI Measure	Frequency of Measurement	Severity Levels	Service Points
					KPI Service Threshold: Less than 69%	■
KPI 03	Complaints regarding Service Delivery	The Supplier shall ensure that that no more than 5% of complaints, regarding service delivery, per Service Users supported should be received	The Supplier shall report to the Authority any service delivery complaints raised by a Service Users and how these have been resolved as set out within Schedule 2 Specification paragraph 2.26	Quarterly	Target Performance Level: 100%	■
					Minor KPI Failure: 99% - 89%	■
					Serious KPI Failure: 88% - 79%	■
					Severe KPI Failure: 78% - 69%	■
					KPI Service Threshold: Less than 68%	■
KPI 04	Staff Training	The Supplier shall ensure staff are trained appropriately as detailed in Section 2: Paragraph 2.80 of Schedule 2 (Specification)	Availability of suitably trained staff.	Monthly	Target Performance Level: 100%	■
					Minor KPI Failure: 99% - 90%	■
					Serious KPI Failure: 89% - 80%	■
					Severe KPI Failure: 79% - 70%	■

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No.	Key Performance Indicator Title	Definition	KPI Measure	Frequency of Measurement	Severity Levels	Service Points
					KPI Service Threshold: Less than 69%	■
KPI 05	Safeguarding of Service Users	The Supplier shall report any Service User who is of high risk and requires protection and other significant safeguarding cases throughout the duration of the Service to the Authority.	The Supplier shall inform the Authority within 1 calendar day of becoming aware of safeguarding risk.	Monthly	Target Performance Level: 100%	■
					Minor KPI Failure: 99% - 96%	■
					Serious KPI Failure: 95% - 91%	■
					Severe KPI Failure: 90% - 86%	■
					KPI Service Threshold: Less than 85%	■
KPI 06	Management Information	The Supplier shall ensure that a Management Information report is supplied to the Contract Management Team on a monthly basis	Failure to provide a Management Information Report as set out within Schedule 2 Specification, Annex A– Management Information Reporting Requirements.	Monthly	Target Performance Level: 100%	■
					KPI Service Threshold: Less than 99%	■

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Part B: Performance Monitoring

1. Performance Monitoring and Performance Review
 - 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
 - 1.2 The Supplier shall provide the Buyer with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 1.2.6 such other details as the Buyer may reasonably require from time to time.
 - 1.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("Performance Review Meetings") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
 - 1.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
 - 1.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 1.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
 - 1.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

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- 1.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

2. SATISFACTION SURVEYS

- 2.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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