AUTHORITY: The Secretary of State for the Home Department

Contract For The Provision Of The Knowledge Of Life In The UK (LitUK) Testing Service

SCHEDULE 2.2

PERFORMANCE LEVELS (KPIs)

Schedule 2.2 – Performance Levels (KPIS)

PART A - PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

1.1 Annex 1 sets out the Key Performance Indicators and which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.

1.2 The Supplier shall monitor its performance against each Key Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Schedule 8.8 (Management Information) and Part B to this schedule 2.2.

1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 5.

2 SERVICE POINTS

2.1 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.

2.2 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.

2.3 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 subject to the Service Threshold limit, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

Repeat KPI Failures

3.1 If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Service Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.

3.2 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 in Annex 1 depending on whether the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

Worked example based on the following Service Points regime for Availability:

Availability Severity Levels	Service Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9%	3

Availability Severity Levels	Service Points
KPI Service Threshold: below 96%	4

Example 1:

If the Supplier achieves Availability of 98.5% in a given Measurement Period, it will incur a Minor KPI Failure for Availability in that Measurement Period and accordingly accrue 1 Service Point. If, in the next Measurement Period, it achieves Availability of 96.5%, it will incur a Severe KPI Failure and accordingly accrue 3 Service Points, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 6 Service Points for the failure (i.e. SP = 3 x 2). If in the next Measurement Period it achieves Availability of 96.5%, the Supplier will again incur 6 Service Points.

Example 2:

If the Supplier achieves Availability of 96.5% in a given Measurement Period, it will incur a Severe KPI Failure for Availability in that Measurement Period and accordingly accrue 3 Service Points. If, in the next Measurement Period, it achieves Availability of 98.5%, it will incur a Minor KPI Failure and accordingly accrue 1 Service Point, but as the failure is a Repeat Failure, this amount is doubled and so the Supplier will incur 2 Service Points for the failure (i.e. SP = 1 x 2). If in the next Measurement Period it achieves Availability of 96.5%, the Supplier will incur 6 Service Points.

Related KPI Failures

3.3 Should a KPI Failure be experienced at the same level (or more severe) against the same KPI for three consecutive Service Periods, the Supplier shall provide the Authority with a Service Level Resolution Plan where the Supplier shall present the action it intends to take to resolve the continual failure to meet the Target Performance Level for the affected KPI and the expected timescales in which Target Performance Levels shall be achieved. This Service Level Resolution Plan shall be received within 10 working days of the failure for the third consecutive month being reported by the Supplier.

3.4 If any specific Key Performance Indicators refer to both Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

4 PERMITTED MAINTENANCE

4.1 The Supplier shall be allowed to request a maximum of 4 hours Service Downtime for Permitted Maintenance in any one Service Period which shall take place between 02:00 hours to 05:00 hours on Tuesday, Wednesday and Thursday, 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.

5 SERVICE CREDITS

5.1 Schedule 7.1 (Charges and Invoicing) sets out the mechanism by which Service Points shall be converted into Service Credits.

5.2 The Authority shall use the Performance Monitoring reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

5.3 In the event that the Supplier exceeds 20 KPI points in relation to multiple KPIs, within one Service Period, the Authority shall deem this as an Unacceptable KPI Failure.

5.4 If an Unacceptable KPI Failure occurs in respect of any three consecutive Service Periods, the second and any subsequent such KPI Failure shall be a Critical Performance Failure.

PART B - PERFORMANCE MONITORING

6 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

6.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:

(a) a report to the Authority Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 6.2 (the "Performance Monitoring Report"); and

(b) a report to the Authority's senior responsible officer which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 6.3 (the "Balanced Scorecard Report").

Performance Monitoring Report

6.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

(a) for each Key Performance Indicator, the actual performance achieved over the Service Period, and that achieved over the previous 3 Service Periods;

(b) a summary of all Performance Failures that occurred during the Service Period;

(c) the severity level of each KPI Failure which occurred during the Service Period and whether each KPI Failure which occurred during the Service Period fell below the KPI Service Threshold;

(d) which Performance Failures remain outstanding and progress in resolving them;

(e) for any Material KPI Failures occurring during the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;

(f) the status of any outstanding Rectification Plan processes, including:

(i) whether or not a Rectification Plan has been agreed; and

(ii) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;

(g) for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;

(h) the number of Service Points awarded in respect of each KPI Failure;

(i) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;

(j) the conduct and performance of any agreed periodic tests that have occurred, such as any tests of the BCDR Plan;

(k) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;

(l) such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

(m) a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;

(n) the amount of Service Credits that have been incurred by the Supplier over the past six Service Periods;

(o) the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as tests of the BCDR Plan; and

Information in respect of the next Quarter

(p) any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter.

Balanced Scorecard Report

6.3 The Balanced Scorecard Report shall be presented in the form of a dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:

(a) financial indicators;

(b) the Target Performance Levels achieved;

(c) behavioural indicators as contained within Schedule 8.1 (Governance);

(d) performance against its obligation to pay its Sub-contractors within 30 days of receipt of an undisputed invoice;

(e) Milestone trend chart, showing performance of the overall programme; and

(f) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.

6.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed, and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 6.5.

6.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):

(a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;

(b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and

(c) be attended by the Supplier Representative and the Authority Representative.

6.6 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure and/or performance Failure.

7 PERFORMANCE RECORDS

7.1 The Supplier shall keep appropriate documents and records (including but not limited to Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access 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.

7.2 In addition to the requirement in Paragraph 7.1 to maintain appropriate documents and records, 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 Credits for any specified period.

7.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Authority are available to the Authority on-line and are capable of being printed.

8 PERFORMANCE VERIFICATION

8.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier’s performance under this Agreement against the Performance Indicators including by sending test transactions through the IT Environment or otherwise.

ANNEX 1 - KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS

PART I: Key Performance Indicators Tables

The Key Performance Indicators shall apply to the Operational Services are set out below:

1. Key Performance Indicators

LITUK APPENDIX 1 – SERVICE LEVELS					
KPI No.	***Service level title***	***Service Level and Operating Service Level***	***Service Notification Threshold***	***Service Points***	***Service Threshold***

1.	*Test booking*	*98.55% of Customers to be offered a Test booking within 10 working days of completing their booking application at a Test Point of their choice.* *Complete and valid Customer applications means that all of the business rules have been met, all of the information required to make a booking has been received and the correct money has been received within the agreed tolerances.* *The Service Level is to be measured against the appointment first offered to the Customer in terms of date and location at the time of booking.* *Subsequent negotiations with the Customer regarding date and location leading to a different appointment being accepted do not count towards this target.* *This Service Level also applies to all Customers rescheduling their Test.* *Calculated as the total number of Customers obtaining a booking at the Test Point of their choice, divided by the total number of Customers booking a Test in the Month. The*	*< 98.5%*	*1 POINT per 0.5 & below target per Month*	*20 POINTS in any Month.*

		result to be expressed as a percentage			
2.		*All refund and compensation payments to be paid to Customers within 10 Working Days of receipt of a complete and valid application.* *Calculated as the total number of refunds processed in 10 Working Days divided by the total number of refunds which require to be processed.* *Complete and valid Customer application means that all of the information required for evaluation and processing the compensation and/or refund claim has been received, including any supporting evidence required.*	*< 100%*	*0.5 POINT per Month below target*	*25 POINTS in any Quarter*
3.	*Cancellation of appointments*	*The Contractor shall cancel less than 0.5% of appointments measured each month.* *Number of cancelled appointments in the Month where the appointment is not cancelled or rescheduled by the Customer Authority, Customer or his/her agent divided by the total number of appointments booked for the Month. The result to be expressed as a percentage.*	*> 0.5%*	*1 POINT per 0.5% additional Tests cancelled per Month*	*20 POINTS in any Quarter*

		Rescheduling due to Force Majeure Events will not count towards the cancellation total.			
4.	*Test result accuracy*	*100% accuracy in the Test results given to Customers.* *Relates to the recording of the Test inputs the scoring of the Test and the generation of the correct result (monthly review of the outcomes of requests for re-marks and 0.1% random spot checks of results).*	*< 100%*	*1 POINT per 0.1% per Month below target*	*50 POINTS in any Quarter*
5.	*Correspondence*	*100% of all telephone, email or postal complaints and enquiries to be fully answered within 10 Working Days of the date of receipt.* *Calculated as the number of letter, telephone and emails complaints and enquires answered in 10 Working Days divided by the total number of postal, telephone and emails complaints and enquires received. The results to be shown as a percentage.* *This Service Level measures the answering of correspondence with a bespoke reply. A standard acknowledgement is not considered a bespoke reply.*	*< 100%*	*0.5 POINT per 1% below target per Month*	*50 POINTS in any Quarter*

		Target also applies to correspondence relating to Data Protection Act enquiries			
6.	*Computer marked Test results*	*100% of computer marked Test results to be given to Customers within 10 minutes of completing their Test.* *Each Customer to receive written result and feedback within 10 minutes of completing and exiting their Test. Calculated as the number of Customers who did not receive their result within 10 minutes divided by the total number of Tests taken.* *Measurement of the 10 minutes commences from the time the Customer logs off the computer to the time they receive their result.*	*< 100%*	*0.5 POINT per 1% below target per Month*	*50 POINTS in any Quarter*
7.	*Human marked Test results*	*100% of human marked Test results to be available to Customers within five Working Days of completing their Test.* *Results and feedback to be available to Customers within five Working Days of completing and exiting their Test. Calculated as the number of Customers for whom their result was not available to them within five*	*< 100%*	*0.5 POINT per 1% below target per Month*	*50 POINTS in any Quarter*

		Working Days divided by the total number of Tests taken. *Measurement of the five Working Days commences from the time the Customer logs off the computer to the time their result is available to them.*			
8.		*All remittances to be credited to the relevant bank account by the next Working Day.* *All complete and valid remittances received by the Contractor to be booked in and banked by the next Working Day.* *Complete and valid applications means that all of the business rules have been met, all of the information required to make a booking has been received and the correct money has been received within the agreed tolerances.*	*Single failure by one day*	*0.5 POINT for every 1 day late in any Month*	*20 POINTS in any Quarter*
7.	*Sharing results with UKVI*	*100% Test results to be viewed or received by the Authority within twenty-four (24) hours of the Test being completed.* *Calculated as the number of Test results transmitted to the Authority at the end of the day on which the Test is completed, divided by the total number of Tests conducted. The*	*< 100%*	*1.5 POINTS per 1% of results late*	*OINTS in any Quarter*

		result to be expressed as a percentage.			
8.	*Availability of Test system*	*The Testing system(s) to be available 99.9% of each month.* The Testing system(s) to be available at each Test Point for 99.9% of each Month. The system(s) for delivering and operating Tests should be available for at least 99.9% of the time the Test Points are open for testing. The "testing system(s)" comprises the central supporting infrastructure to deliver a Test not including local test centre infrastructure. *Calculated as the total number of hours the testing system(s) is actually available divided by the total number of hours the testing system is required to be available. The results to be expressed as a percentage.* *This standard is measured against the opening hours for each Test Point.*	*< 99.9%*	*1.5 POINTS per 1% per Month below target*	*50 POINTS in any Quarter*
9.	*Booking and delivery system failure*	*Fix Test booking and delivery systems which have ceased to operate correctly within 2 hours of initial failure.*	*> 2 hours*	*0.5 POINT for each hour not fixed over 2 hours*	*50 POINTS in any Quarter*

		Time taken to fix the crashed Test booking or Test delivery system. *Standard applies to all failures within 08:00 to 18:00.* *This standard applies to equipment at the customer service centre.* *'operate correctly' is defined as able to take bookings.*			
10.	*Test Point System failure*	*Fix Test Point Systems by the commencement of the next scheduled testing day.* *If a Test Point System ceases to be capable of delivering a Customers Test, the standard measures the time taken to fix the failure.* *Test Point System, admin/invigilator workstation, interpreter booth, monitor, printers, headsets, etc, to be operational by the commencement of the next scheduled Working Day (for purposes of this Service Level, this shall include Saturday).* *The standard refers to time taken to repair test centre administration equipment at a Test Point.*	*> than the next scheduled Working Day*	*0.5 POINT per extra day not fixed*	*50 POINTS in any Quarter*

11.	*Security breaches*	*Security breaches, including the Internet booking system. Incidents reported to the Customer Authority Representative within 1 hour of identification and in writing within 1 Working Day of identification.* *Relates to security breaches which affect loss (disclosure) of Test papers/formats, or interference by Contractors' staff, agents or other third parties with Test items, video clips systems or results data.* *Incidents to be reported to the Customer Authority Representative at commencement of next Working Day, unless of such severity that media interest is likely when the Customer Authority requires to be notified within 1 hour of the incident occurring.*	*Single failure*	*10 POINTS for each material breach*	*50 POINTS in any Quarter*
12.	*Audits*	*All Test Points Audited in accordance with the Schedule 2.1(Statement of Requirements).*	*< 1 visit per annum per applicable Test Point*	*10 per Annum per applicable Test Point*	*n/a*