

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Critical Service Level Failure"	has the meaning given to it in the Order Form;
"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 Order 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

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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

2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

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.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

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.a.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.a.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.a.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 the calculation formula in the Annex to Part A of this Schedule.

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

Key Performance Indicators

Service area	Service outcomes	Success measures	Frequency of measure	Method of measurement	Target
Central and strategic oversight of the programme	<p>The delivery partner will:</p> <ul style="list-style-type: none"> • Work with interested regional clusters of LAs to provide support throughout the programme, including prepare bids, testing regional boundaries and partnerships against the criteria set by DfE; • Establish and maintain regular contact with DfE staff through weekly informal check-ins, giving early sight of any risks or concerns. • Provide the DfE with monthly progress, risks and issues monitoring of successful LA cluster groups as they take work forward; • Be actively involved in monthly programme meetings with senior DfE officials and other stakeholders involved in the programme; • Ensure that learning is captured and effectively recorded to ensure lessons are learned for and used to support projects at different stages, as 	<p>This service area will be measured against the following indicators during the monthly contract management meetings and/or formal six-monthly contract reviews:</p> <ul style="list-style-type: none"> • The number and frequency of days given to support each regional cluster, which we would expect to see at a higher rate from 08/23 - 03/23, then reduce over the lifetime of the programme as regions are empowered to progress independently; • The timeliness in which bid design is agreed in each regional cluster; • Anonymous feedback from regional clusters on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of 	<p>Monthly meetings</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each regional cluster reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p> <p>Anonymised feedback from participating regional clusters and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Number of days to be delivered in line with individual requirements of each regional cluster and reported to DfE at monthly contract meetings.</p> <p>Support provided to enable high quality and successful bid submission from regional clusters by 15th September 2023.</p> <p>Feedback on questionnaire to be 75% or above positive responses. [50-74% = unacceptable level; <50% = failure]</p>

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	<p>well as full national roll out in the future;</p> <ul style="list-style-type: none"> • Identify and support examples of best solutions or best practice, ensuring that they are supported to be great, and lessons are spread across the sector; • Identify and then work with projects, the DfE and key sector stakeholders to solve cross cutting issues through joint problem solving; • Provide real-time feedback of emerging evidence to the fostering delivery team; and • Develop a formal learning programme that is responsive to the sector's needs and is delivered in a timely fashion. This could be made up of all project learning events, as well as masterclasses on specific topics. 	support, their effectiveness of delivering solutions to problems, quality of advice and technical expertise, level of constructive challenge)			
Coaching and change management	<p>The delivery partner will</p> <ul style="list-style-type: none"> • Work with the lead for LA cluster groups to articulate the case for change and developing detailed implementation plans; • Provide high-quality, impartial advice and appropriate strategic challenge to cluster leads, 	We propose to monitor and measure this service area against the following indicators during the monthly contract management meetings and/or formal six-month contract reviews:	<p>Monthly</p> <p>Feedback questionnaire to be developed six-monthly, starting month 6 of the contract.</p>	<p>Reports on days spent with each regional cluster reported via monthly reporting.</p> <p>Progress reports returned via monthly reporting.</p>	Number of days to be delivered in line with individual requirements of each regional cluster and reported to DfE at monthly contract meetings.

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	<p>particularly to increase the robustness, ambition and innovation of the preferred approach;</p> <ul style="list-style-type: none"> • Act as a critical friend to projects and challenging their plans and thinking where appropriate; • Provide high-quality, impartial advice to pathfinder local areas and use mediation skills to support local relationships to flourish, including when dynamics between partners are challenging; and • Provide advice on change management and how to drive practice transformation across an organisation. • Provide support as necessary to the development of regional plans through supporting LA leaders in design, task and finish groups. 	<ul style="list-style-type: none"> • The number and frequency of days given to support each regional cluster, on average we expect this to be equating to 4 days of project support per region, per month, with flexibility to provide tailored support depending on regional need. • The timeliness in which implementation plans are agreed and updated for each regional cluster; • Anonymous feedback from regional clusters on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of delivering solutions to problems, quality of advice and technical expertise, level of constructive challenge, leadership development). 		<p>Anonymised feedback from participating regional clusters and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.</p>	<p>Support provided to enable bid submission from regional clusters by 15th September 2023.</p> <p>Feedback on questionnaire to be 75% or above positive responses. [50-74% = unacceptable level; <50% = failure]</p>
Technical expertise	The delivery partner will:	We propose to monitor and measure this service area	Feedback questionnaire	Anonymised feedback from participating local	Feedback on questionnaire to be 75% or

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	<ul style="list-style-type: none"> Assess individual regional fostering project needs, including diagnosing the need for technical support; and Provide technical support to each region on a 'draw down' model. 	<p>against the following indicators during the monthly contract management meetings and/or formal six month contract reviews:</p> <p>Anonymous feedback from regional clusters on their experience of the quality of support given to them (content of questionnaire to be agreed between the DfE and chosen provider, but likely to include indicators on: accessibility of support, their effectiveness of delivering solutions to problems, quality of advice and technical expertise, level of constructive challenge, leadership development).</p>	to be developed six-monthly, starting month 6 of the contract to support bi-annual contract review meetings.	areas (stakeholders from children's services, health, education and police) and DfE team on their experience of the Delivery Partner support, using a questionnaire to be developed and agreed with DfE.	above positive responses. [50-74% = unacceptable level; <50% = failure]
Social Value	<p>The criteria concerns activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> Understanding of employment and skills issues, and of the education and training issues relating to the contract. Illustrative examples: demographics, skills shortages, new opportunities in high growth sectors, 	<ul style="list-style-type: none"> Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region. Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region. Number of training opportunities (Level 2, 3, and 4+) created or retained under 	Monthly	Progress reports returned via monthly reporting.	To be reviewed as part of programme management activity.

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	<p>groups underrepresented in the workforce (e.g. prison leavers, disabled people), geographic/local community and skills/employment challenges.</p> <ul style="list-style-type: none">• Support for educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications. Activities to support relevant sector related skills growth and sustainability in the contract workforce. Illustrative examples: careers talks, curriculum support, literacy support, safety talks and volunteering.• Delivery of apprenticeships, traineeships and T Level industry placement opportunities (Level 2, 3 and 4+) in relation to the contract.	<p>the contract, other than apprentices, by UK region.</p> <ul style="list-style-type: none">• Number of people-hours of learning interventions delivered under the contract, by UK region.			
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Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

- 3.1 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.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 3.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
 - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 3.2.3 details of any Critical Service Level Failures;
 - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.2.5 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
 - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 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:
 - 3.3.1 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;
 - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
 - 3.3.3 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.
- 3.4 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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- 3.5 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.

4. Satisfaction Surveys

- 4.1 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.