

Schedule 3

Performance Levels

Schedule 3: Performance Levels

1 Definitions

1.1 In this Schedule, the following definitions shall apply:

“Available”	has the meaning given in Paragraph 1.1 of Part B of Annex 1
“Availability Outage”	<div><div></div><div></div><div></div><div></div><div></div><div></div></div>
“End User”	any person authorised by the Authority to use the IT Environment and/or the Services;
“Help Desk”	the single point of contact help desk set up and operated by the Supplier for the purposes of this Contract;
“Non-Available”	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1.1 of Part B;
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority to manage and review the Supplier’s performance under this Contract, as further described in Paragraph 1.5 of Part B;
“Repeat KPI Failure”	has the meaning given in Paragraph 4.1 of Part A;
“Satisfaction Survey”	has the meaning given in Paragraph 5.1 of Part B of Annex 1;
“Service Availability”	has the meaning given in Paragraph 2 of Part B of Annex 1;
“Service Downtime”	any period of time during which any of the Services are not Available; and
“System Response Time”	has the meaning given in Paragraph 3.1 of Part B of Annex 1.

Part A: Performance Indicators and Service Credits

1 Performance Indicators

- 1.1 Annex 1 sets out the Key Performance Indicators (“**KPIs**”) and Subsidiary Performance Indicators (“**SPIs**”) which the Parties have agreed shall be used to measure the performance of the Services and Social Value by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 4 and 6.
- 1.4 Each KPI or SPI will be measured from either:
 - 1.4.1 the applicable Operational Service Commencement Date milestone; or
 - 1.4.2 the **Effective Date** for all remaining elements of the Services.
- 1.5 The Measurement Period for each KPI and SPI shall be aligned with the first day of the calendar month for which the Measurement Period is applicable (for example for a KPI with a rolling three month Measurement Period, this will be calculated using measures arising between 1 January through 31 March inclusive for the purposes of the March Performance Monitoring Report, 1 February through 30 April for the purposes of the April Performance Monitoring Report etc.).

2 KPI Service Points

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Minimum Required Performance 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 Minimum Required Performance 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 depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 4.2 shall apply.

3 SPI Service Points

- [REDACTED]

[REDACTED]

[REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED] the Supplier in respect of that Key Performance Indicator as set out in Paragraph 4.1.

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

4 Repeat KPI Failures and Related KPI Failures

Repeat KPI Failures

- 4.1 If a KPI Failure occurs in respect of the same Key Performance Indicator two times in any three consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “**Repeat KPI Failure**”.
- 4.2 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:

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

Repeat SPI Failures

- 4.3 If an SPI Failure occurs in respect of the same Subsidiary Performance Indicator two times in any three consecutive Measurement Periods, the second and any subsequent such SPI Failure shall be a “**Repeat SPI Failure**”.
- 4.4 The number of SPI Service Points that shall accrue to the Supplier in respect of an SPI Failure that is a Repeat SPI Failure shall be calculated as follows:

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]
[REDACTED], a Severe SPI Failure or a failure to meet the SPI Service Threshold.

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

5 Permitted Maintenance

5.1

5.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

5.4

[REDACTED]

[REDACTED]

[REDACTED]

6 Service Credits

6.1 Schedule 15 (*Charges and Invoicing*) sets out the mechanism by which Service Points shall be converted into Service Credits.

6.2 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.

6.3

[REDACTED]

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Part B: Performance Monitoring

1 Performance Monitoring and Performance Review

- 1.1 Within [REDACTED] of the end of each Service Period, the Supplier shall provide:
- 1.1.1 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 1.2 (the “**Performance Monitoring Report**”); and
 - 1.1.2 a report created by the Supplier to the Authority’s senior responsible officer which summarises the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the “**Balanced Scorecard Report**”).

Performance Monitoring Report

- 1.2 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

- 1.2.1 the date of the Performance Monitoring Report
- 1.2.2 for each Key Performance Indicator and Subsidiary Performance Indicator:
 - (a) the actual performance achieved over the Service Period
 - (b) the applicable Minimum Required Performance, Minor KPI Failure / Minor SPI Failure, Serious KPI Failure / Serious SPI Failure, Severe KPI Failure / Severe SPI Failure and KPI Service Threshold / SPI Threshold;
 - (c) the actual measured performance in accordance with the calculation methodology set out in this Schedule 3 (Performance Levels);
 - (d) the individual measures for [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
 - (e) details of any interim calculations relevant to the calculation of the measure
[REDACTED]
[REDACTED]
 - (f) a summary of all Performance Failures that occurred during the Service Period;
 - (g) the severity level of each KPI Failure / SPI Failure which occurred during the Service Period and whether each KPI Failure or SPI Failure which occurred during the Service Period fell below the applicable KPI Service Threshold or SPI Service Threshold;

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- (h) which Performance Failures remain outstanding and progress in resolving them;
- 1.2.3 for any Material KPI Failures or Material PI Failures occurring during the Service Period, the cause of the relevant KPI Failure or SPI Failure and the action being taken to reduce the likelihood of recurrence;
- 1.2.4 the status of any outstanding Rectification Plan processes, including:
 - (a) whether or not a Rectification Plan has been agreed; and
 - (b) where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- 1.2.5 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.2.6 the number of SPI Service Points awarded in respect of each SPI Failure;
- 1.2.7 the number of Service Points awarded in respect of each KPI Failure;
- 1.2.8 the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- 1.2.9 [REDACTED]
- 1.2.10 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Contract;
- 1.2.11 such other details as the Authority may reasonably require from time to time; and

Information in respect of previous Service Periods

- 1.2.12 where a Key performance Indicator has breached the Minimum Required Performance and the Supplier intended to investigate a potential Authority Cause, the results of the Supplier's detailed root cause analysis including justification of any claim of Authority Cause;
- 1.2.13 [REDACTED]
- 1.2.14 the Service Credits (less any Service Credits deemed to have arisen from Authority Cause and approved by the Authority Representative following review of the Rectification Plan details) to be applied, indicating the KPI Failure(s) and Service Period to which the Service Credits relate
- 1.2.15 [REDACTED]
- 1.2.16 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Service Continuity Plan (which are to occur not less than once in every Contract Year and in accordance with Schedule 26 (Service Continuity Plan and Corporate

Resolution Planning); and

Information in respect of the next Quarter

- 1.2.17 [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- 1.2.18 any scheduled Service Downtime for Permitted Maintenance and Updates that has been agreed between the Authority and the Supplier for the next Quarter; and
- 1.2.19 the Forward Schedule of Change;

Balanced Scorecard Report

- 1.3 The Balanced Scorecard Report shall be presented in the form of an online accessible 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:
- 1.3.1 financial indicators;
 - 1.3.2 the Minimum Required Performances achieved;
 - 1.3.3 behavioural indicators;
 - 1.3.4 performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
 - 1.3.5 performance against its obligation to pay its Unconnected Sub-contractors within sixty (60) days of receipt of an invoice;
 - 1.3.6 Milestone trend chart, showing performance of the overall programme;
 - 1.3.7 sustainability indicators, for example net zero carbon, waste minimisation or performance to support a circular economy; and
 - 1.3.8 Social Value (as applicable).

Performance Review Meeting

- 1.4 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 1.5.
- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports.
- 1.6 The Performance Review Meetings shall (unless otherwise agreed):
- 1.6.1 take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - 1.6.2 take place at such location and time (within **Business Hours**) as the Authority shall reasonably require (unless otherwise agreed in advance); and

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- 1.6.3 be attended by the Supplier Representative and the Authority Representative.
- 1.7 At the Performance Review Meeting the Authority Representatives shall:
- 1.7.1 review the Performance Monitoring Report of the Service Period just ending;
 - 1.7.2 review the progress of any Rectification Plans;
 - 1.7.3 review and approve the applicable Service Points arising from Performance Failures that are not subject to a request by the Supplier for relief;
 - 1.7.4 review and approve or reject the Supplier's request for Service Point relief arising from a Performance Failure arising in the Service Period prior to the Service Period just ended, which in the opinion of the Supplier following root cause analysis is believed to be an Authority Cause [REDACTED] noting that the Service Points and associated Service Credits that would be due for the Performance Failure under review will be suspended until the following Service Period's review as per paragraph 1.7.5 below; and
 - 1.7.5 agree the net Service Points to be applied arising from the Performance Failure for the Service Period prior to the Service Period just ended which the Supplier deemed to be related to Authority Cause

Worked Example:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- 1.8 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 PI Failure. The Supplier shall respond to any such questions and/or request for information within five (5) Working Days after the date such question and/or request for information is notified to the Supplier by the Authority.

2 Performance Records

- 2.1 The Supplier shall keep appropriate documents and records (including 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.
- 2.2 In addition to the requirement in Paragraph 2.1 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.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report (as well as historic Performance Monitoring Reports and historic Balance Scorecard Reports) 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.

3 Performance Verification

- 3.1 The Authority reserves the right to verify the Availability of the IT Environment and/or the Services and the Supplier's performance under this Contract 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 A: Key Performance Indicators and Subsidiary Performance Indicators Tables

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services and the Key Performance Indicators relating to Social Value are set out below:

1 Summary Key Performance Indicators and Subsidiary Performance Indicators

- 1.1 For each Performance Indicator in the following table the 'Applicable Service' column identifies the associated Service in Schedule 2 (Service Requirements) and in turn defines the applicable Service Hours, Permitted Maintenance and Recovery Point Objective Priority for the Performance Indicator. The table has been arranged such that the Key Performance Indicators, and any associated contributing 'child' Subsidiary Performance Indicators, are grouped for ease of reading, with the individual KPIs and SPI set out in the same order in the applicable paragraphs of this Part A of Annex 1.

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(b) (7)(C), (b) (7)(D)

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2 Individual Key Performance Indicators and Subsidiary Performance Indicators

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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MCX Dispatcher and Related Services

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OFFICIAL

This document is based on Schedule 3 of v2.1 of the Crown Commercial Services Model Services Agreement and has been adapted for use by the Emergency Services Mobile Communications Programme.

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MCX Dispatcher and Related Services

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