

CONTRACT REFERENCE NUMBER: 17/01/54

SERVICES CONTRACT

-between-

**(1) THE REGISTRAR GENERAL OF BIRTHS, DEATHS AND MARRIAGES FOR SCOTLAND
(THE "AUTHORITY")**



-and-

(2) CACI LIMITED (THE "SERVICE PROVIDER")



-relating to the supply of-

SERVICES FOR

THE PROVISION OF AN ONLINE COLLECTION INSTRUMENT FOR SCOTLAND'S CENSUS 2021



SCHEDULE 5

SERVICE LEVELS AND PERFORMANCE MONITORING

This and the seven (7) following pages comprise Schedule 5 referred to in the foregoing Services Contract between the Registrar General of Births Deaths and Marriages for Scotland and CACI Limited

1. SCOPE

1.1 This Schedule (Service Levels, Service Credits and Performance Monitoring) sets out the Service Levels and Key Performance Indicators which the Service Provider is required to achieve when providing the Services, the mechanism by which Service Level Failures and Critical Service Level Failures will be managed and the method by which the Service Provider's performance in the provision by it of the Services will be monitored.

1.2 This Schedule comprises:

1.2.1 Section A: Service Levels, Service Credits and Key Performance Indicators;

1.2.2 Annex 1 to Section A - Service Levels and Service Credits Table; Key Performance Indicators And Key Performance Indicators Table;

1.2.3 Annex 2 to Section A – Material Service Level Failure;

1.2.4 Section B: Performance Monitoring; and

1.2.5 Annex 1 to Section B: Additional Performance Monitoring Requirements

SECTION A: SERVICE LEVELS AND SERVICE CREDITS

2. GENERAL PROVISIONS

2.1 The Service Provider shall provide an Account Manager to ensure that all Service Levels in this Contract and Key Performance Indicators are achieved to the highest standard throughout the Contract Period.

2.3 The Service Provider accepts and acknowledges that failure to meet the Service Level Performance Measures set out in the table in Annex 1 to this Section A of this Schedule for reasons due solely to the Service Provider's default will result in Service Credits being issued to the Authority.

3. PRINCIPAL POINTS

3.1 The objectives of the Service Levels and Service Credits are to:

3.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Authority;

3.1.2 provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of service for which it has contracted to deliver; and

3.1.3 incentivise the Service Provider to comply with and to expeditiously remedy any failure to comply with the Service Levels.

4. SERVICE LEVELS

4.1 Annex 1 to this Section A of this Schedule 5 (*Service Levels and Performance Monitoring*) sets out the Service Levels the performance of which the Parties have agreed to measure in relation to the Contract.

4.2 The Service Provider shall monitor its performance of this Contract by reference to the relevant performance criteria for achieving the Service Levels shown in Annex 1 to this Section A of this Schedule (the Service Level Performance Criteria) and shall send the Authority a Performance Monitoring Report detailing the level of service which was achieved in accordance with the provisions of Section B (Performance Monitoring) of this Schedule.

4.3 The Service Provider shall, at all times, provide the Services in such a manner that the Service Levels Performance Measures are achieved.

4.4 If the level of performance of the Service Provider or any element of the provision by it of the Services during the Contract Period:

4.4.1 is likely to, or fails to, meet any Service Level Performance Measure: or
4.4.2 is likely to cause or causes a Material Service Failure to occur
the Service Provider shall as soon as reasonably practicable notify the Authority in writing.

4.5 The Authority will require the Service Provider to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure.

4.6 If a Service Level Failure has occurred, the Service Provider will deduct from the Contract Charges the applicable Service Level Credits payable by the Service Provider to the Authority in accordance with the calculation formula set out in Annex 1 of this Section A of this Schedule.

4.7 Approval and implementation by the Authority of any Rectification Plan shall not relieve the Service Provider of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Authority.

5. SERVICE CREDITS

5.1 Annex 1 to this Section A of this Schedule sets out the formula used to calculate a Service Credit payable to the Authority as a result of a Service Level Failure in a given service period which, for the purpose of this Schedule, shall be a recurrent period of one quarter during the Contract Period (the Service Period).

5.2 Table 1 in Annex 1 to this Section A of this Schedule includes details of each Service Credit available to each Service Level Performance Criterion if the applicable Service Level Performance Measure is not met by the Service Provider.

5.3 The Authority shall use the Performance Monitoring Reports supplied by the Service Provider under Section B (Performance Monitoring) of this Schedule to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.

5.4 Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Service Provider shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in Annex 1 of Section A of this Schedule.

6. NATURE OF SERVICE CREDITS

6.1 The Service Provider confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

7. KEY PERFORMANCE INDICATORS

7.1 The Key Performance indicators define a number of aspects of the Services against which the Service Provider's performance will be monitored and measured.

7.2 The success and improved performance of the Contract depends on the ability to measure performance which is regularly monitored.

7.3 Key Performance Indicators relating to specific service delivery matters are set out in Table 2 Annex 1 To Section A of this Schedule.

ANNEX 1 TO SECTION A: SERVICE LEVELS AND SERVICE CREDITS TABLE, KEY PERFORMANCE INDICATORS AND KEY PERFORMANCE INDICATORS TABLE

1. Service Levels

Table 1

No	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	% Service Credit for each Service Period
1	Availability	Service from start of service period to 1 day before Rehearsal and Census Day	99%	99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
2	Availability	Service from 1 day before Census Day to 1 day after Rehearsal and Census Day	99%	99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
3	Availability	Service from 1 day after Census Day to end of service period	99%	99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
4	Performance	10,000 maximum number of users with active users session during Rehearsal 2019 Period per hour	90%	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
5	Performance	100,000 maximum number of users with active users sessions during Census 2021 Period per hour	90%	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
6	Performance	28 minutes being the average time to complete a census household return for a 3 person household	90%	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
7	Performance	37 minutes being the average time to complete a census household return for a 5 person household	90%	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
8	Performance	53 minutes being the average time to complete a census household return for a 8 person household	90%	90%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure 0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
9	Performance	Any content must be fixed and deployed / uploaded within 1 working day	99%	99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure
10	Quality	Accuracy of Rehearsal and Census Reports / Analytics	99%	99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)

= $x\%$ Service Credit for each Service Period =

x% of the Contract Charges payable to the Authority as Service Credits to be deducted from the next Valid Invoice payable by the Authority

Worked example: 98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Authority) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period)

= 23% x 0.5% Service Credit = 11.5%

11.5% of the Contract Charges payable to the Authority as Service Credits to be deducted from the next Valid Invoice payable by the Authority]

ANNEX 2 TO SECTION A: MATERIAL SERVICE LEVEL FAILURE

A Material Service Level Failure shall include

- The OCI Service is not deployed and ready for live operation for Census 2021 for reasons solely due to the default of the Service Provider.
- The OCI Service is not deployed and ready for live operation for Rehearsal 2019 for reasons solely due to the default of the Service Provider.

2. Key Performance Indicators

This is the list of Key Performance Indicators (KPIs) for the contract the Authority will use to measure the Service Provider's performance and the successful delivery of the Contract. They are distinct from the Service Levels.

Failure to meet KPIs will result in the application of service points as set out in Table 2. The Service Provider shall report the number of service points acquired on a monthly basis and these will be used to measure and track performance of the Service Provider throughout the Contract Period.

The number of Service Points that a competent, average and poor contractor might accumulate on a quarterly basis is summarised in the bullet points below:

- Competent - 0 - 1,000 Service Points
- Average - 1,001 - 2,500 Service Points
- Poor - 2,501 or more Service Points

In determining poor performance, the Service Provider's performance will be reported on a quarterly basis. If the Service Provider's performance is determined to be poor in 3 consecutive quarters during the Contract Period then the Authority may exclude the Service Provider from applying for a contract extension.

Table 2

No	Key Performance Indicator Criterion	Requirement	Monitoring Frequency	Measure	Service Points
1	Performance of the availability of OCI Capture reports	Expected timescale for the Service Provider to generate and supply reports to the Authority on the outcome of Capture during Rehearsal 2019 and Census 2021	Quarterly	Reports to be delivered to Authority within one (1) Working Day	75 points for each additional 10 Working Days the reports are delayed.
2	Performance of Content Management	Expected timescale for the Service Provider to carry out remedial (upload / deploy) actions to captured content following QA.	Quarterly	Remedial actions to be carried out within one (1) Working Days of the Authority's request for these.	200 points for every Working day after the 1 Working Days the Remedial actions are still outstanding
3	Performance of defect resolution	Expected timescale for the Service Provider to solve Critical (level 1) defects from these tests.	Quarterly	Defects to be resolved within one (1) working day.	100 points for every day after the defects are not resolved
4	Performance of defect resolution	Expected timescale for the Service Provider to solve Major (level 2) defects from these tests.	Quarterly	Defects to be resolved within two (2) working days.	75 points for every day after the defects are not resolved
5	Performance of defect resolution	Expected timescale for the Service Provider to solve Major (level 3) defects from these tests.	Quarterly	Defects to be resolved within five(5) working days.	50 points for every day after the defects are not resolved
6	Cost	The Service Provider demonstrates a proactive approach to the development and implementation of cost management and reduction initiatives and ensures the Contract is delivered within the agreed budget.	Quarterly	Evidence provided which demonstrates the Service Provider has applied effective cost management and reduction methods to deliver value for money.	100 points
7	Mobilisation and Design Phase	The Service Provider must provide Mobilisation and Design Phase deliverables in accordance with the agreed Detailed Implementation Plan	Quarterly	Evidence provided which demonstrates the successful delivery against the implementation plan.	300 points for failing to demonstrate meeting the agreed Implementation Plan
8	Implement, Integrate, Operate & Decommission Phase	The Service Provider must provide Implement, Integrate, Operate and Decommission Phase deliverables in accordance with the agreed Detailed Implementation Plan	TBC	Evidence provided which demonstrates the successful delivery against the implementation plan.	300 points for failing to demonstrate meeting the agreed Implementation Plan
9	Delivery of Quarterly Performance Reports	The Service Provider must supply performance reports to the Authority against the agreed Implementation Plan	Quarterly	Quarterly reports to be delivered to Authority within ten (10) Working Days of each quarter end.	75 points

SECTION B: PERFORMANCE MONITORING

1. PRINCIPAL POINTS

1.1 Section B to this Schedule provides the methodology for monitoring the provision of the Services:

- 1.1.1 to ensure that the Service Provider is complying with the Service Levels and Key Performance Indicators; and
- 1.1.2 for identifying any failures to achieve Service Levels and Key Performance Indicators in the performance of the Service Provider and/or provision of the Services (Performance Monitoring System).

1.2 Within twenty (20) Working Days of the Commencement Date the Service Provider shall provide the Authority with details of how the process in respect of the quarterly monitoring and reporting of Service Levels and Key Performance Indicators will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

2.1 The Service Provider shall report all failures to achieve Service Levels, Material Service Level Failures and/or Key Performance Indicators to the Authority in accordance with the processes agreed in paragraph 1.2 of Section B of this Schedule above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

3.1 The Service Provider shall provide the Authority with performance monitoring reports (Performance Monitoring Reports) in accordance with the process and timescales agreed pursuant to paragraph 1.2 of Section B of this Schedule above which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- 3.1.1 for each Service Level and Key Performance Indicator, the actual performance achieved over the Service Level and Key Performance Indicator for the relevant Service Period;
- 3.1.2 a summary of all failures to achieve Service Levels and Key Performance Indicators that occurred during that Service Period;
- 3.1.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 3.1.4 any Material Service Level Failures and details in relation thereto;
- 3.1.5 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
- 3.1.6 such other details as the Authority may reasonably require from time to time.

3.2 The Parties shall hold meetings to discuss Performance Monitoring Reports (Performance Review Meetings) on a quarterly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Authority of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):

4. SATISFACTION SURVEYS

4.1 In order to assess the level of performance of the Service Provider, the Authority may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.

4.2 The Authority shall be entitled to notify the Service Provider of any aspects of their performance of the provision of the Services which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

ANNEX 1 TO SECTION B: ADDITIONAL PERFORMANCE MONITORING REQUIREMENTS

In this Schedule, the following definitions shall apply:

“Account Manager” means the manager described in paragraph 1.1 of this Annex;

1. MANAGEMENT OF THE SERVICES

1.1 The Service Provider shall appoint an Account Manager and the Authority shall appoint a Contract Manager for the purposes of this Contract through whom the provision of the Services shall be managed at a day-to-day.

1.2 Both parties shall ensure that appropriate resource is made available on a regular basis including, for quarterly meetings such that the aims, objectives and specific provisions of this Contract can be fully realised.

Signature

Signature