

Schedule 8

Service Levels

The Supplier agrees to conform to the following KPIs during the Term of this Framework Agreement:

The following provides details regarding KPI measures to support the management for the framework and call off arrangements.

The Authority reserve the right to add KPIs and circumstances dictate during the period of the Framework Agreement.

Compliance with the KPIs will be monitored monthly and form part of the review meeting process.

KEY PERFORMANCE INDICATORS		Performance Measure		
		Green	Amber	Red
KPI				
1	Perfect Order on-time delivery, in full delivery, damage-free delivery, and appropriate, accurate documentation.	0 – 5 failure Incidences per month	6-10 failure incidences per month	11 plus failure incidences per month
2	Invoicing Accurate invoices supplied with required supporting documentation	0 – 5 failure Incidences per month	6-10 failure incidences per month	11 plus failure incidences per month
2.1	Credit notes actioned within 14 days of agreement that a credit is pertinent	0 – 5 failure Incidences per month	6-10 failure incidences per month	11 plus failure incidences per month
3	MI reports & KPI reports Issued monthly within 10 working days at the end of the month	Supplied within time frame	Supplied up to 5 working days late	Supplied more than 5 working days late
3.1	Response to ad-hoc report/data requests i.e., Bench marking/sales data delist/product change/range extension data within 5 working days of request.	Supplied within time frame	Supplied up to 5 working days late	Supplied more than 5 working days late
4	Service/product complaints Complaints raised dealt with and resolved within time frames agreed	0 – 5 failure Incidences per month	6-10 failure incidences per month	11 plus failure incidences per month



5	Annual Labour Standards Assessment reporting audit	No later than each 12-month anniversary from the Commencement Date	Up to 1 month late	More than 1 month late
6	Annual Modern Slavery Assessment reporting Tool audit	No later than each 12-month anniversary from the Commencement Date	Up to 1 month late	More than 1 month late

- 1 Any KPI discrepancy attributable to an act or omission of the Authority (or another Participating Authority) shall not be used to calculate the Supplier's sub-standard performance level.
- 2 The Supplier's performance shall be measured as indicated in the KPI Schedule above.
- 3 Should the Service Level of the Supplier fall below the relevant KPI:

3.1 on three (3) or more occasions in any six (6) month period relating to the AMBER alerts;

3.2 on two (2) or more occasions in any six (6) month period relating to the RED alerts;

The Authority may serve a performance notice on the Supplier. The Supplier shall present to the Authority within thirty (30) days of receipt of such performance notice an action plan to improve the Supplier's Monthly Service Level ("Action Plan"). The Parties shall, within ten (10) Business Days of the Authority receiving the Action Plan meet to discuss and agree the Action Plan. The Authority may make reasonable amendments to the Action Plan to improve the Supplier's performance. The Action Plan must include a timetable for improvement of the Supplier's performance to, as a minimum, the level required in relation to the relevant KPI. Such timetable shall be agreed by the Parties but shall in any event be no longer than six (6) months.

- 4 In the event that the Supplier:
 - 4.1 fails to produce an Action Plan in accordance with Clause 3 of this Schedule 8; or
 - 4.2 fails to improve its Monthly Service Level to the minimum level required of this Schedule 8 within the timetable set out in the Action Plan in accordance with Clause 3.1 of this Schedule 8,



the Supplier shall be considered to have committed a material breach capable of remedy for the purpose of Clause 16.4 of Schedule 2 of the NHS Terms and Conditions.

5 If the Supplier disputes the Authority Monthly Service Level as applicable to the Supplier, the Supplier shall provide evidence to the Authority that the Monthly Service Level is incorrect within seven (7) days of disputing such Monthly Service Level and the Parties shall meet to discuss any necessary amendment to the Monthly Service Level. If the Parties cannot agree the Monthly Service Level the matter shall be referred to the dispute resolution procedure set out in Clause 23 of Schedule 22 of the Framework Terms and Conditions.

6 For the avoidance of doubt, nothing in this Schedule 8 shall limit in any way either Party's rights and remedies, including the right to claim damages and or termination rights which may arise, under this Framework Agreement or any Contract.

7 Management information

7.1.1 The supplier shall provide information to enabled performance and ongoing monitoring of the framework to the Authority as detailed below.

7.2 Sales Data

7.2.1 Framework suppliers shall provide monthly sales data for all activity under the framework as prescribed below: -

This must be in electronic format no later than the 10th day of each month the category manager detailing the previous months sales activities per participating authority.

7.2.2 All management information must be provided free of charge as part of the overall service offered under the Framework Agreement.

7.3 Benchmarking requests

7.3.1 The supplier shall respond to benchmarking requests, approved by participating Authority's, within 5 working days of the request.

7.3.2 The output from the benchmarking is for the Authority to provide the NHS procurement staff, operational teams and lead clinician(s) with a spend efficiency report (SER) which facilitates decision making and determines "next steps" and development of agreed work plans.



7.4 KPI's

- 7.4.1 The KPI's (See Schedule 8) shall inform the effectiveness of the framework agreement between the supplier a, end users and the Authority and from part of the monthly management reports required to be submitted to the Authority.

7.5 Contract Management

- 7.5.1 The contract review meeting shall be undertaken quarterly, this may increase to monthly as may be the requirement dependent on the nature of the contract/Call off/Access agreement in place.
- 7.5.2 The focus of contract management meetings will be the review of KPI's the management of contracts established under the framework, opportunity's new products, issues, training, debt management and LSAS compliance where applicable.
- 7.5.3 The Authority reserves the right to request updated copies of all documents and materials prepared and in use by the Supplier in the course of Modern Slavery Assessment Tool and Labour Standards Assessment compliance and to review and require change to comply with UK Guidance and Law concerning Modern Slavery and Human Trafficking.
- 7.5.4 MDA reports / alerts relation to products supplied under the framework – update on actions taken, or action plans to facilitate resolution.
- 7.5.5 Future technological advantages or additional service provisions.
- 7.5.6 Representatives from the individual participating Authority's may also require similar meetings on a quarterly basis as part of their own contract with the supplier. The Participating Authority will agree these requirements with the supplier on a case by case basis.

