Service Agreement Management Plan

TITLE:

[Insert Title]

SERVICE AGREEMENT NUMBER:

[Insert Service Agreement Number]

GOVERNMENT AGENCY:

[Insert Government Agency Name]

EFFECTIVE FROM:

[Insert Date]

**Approved by:**

**/ /201**

[Name and Title of Accountable Authority or Delegate]

**Date:** / /**201\_**

*[Please note: the text in red font represents drafting instructions. Areas highlighted in yellow require the government agency to input information. Sections in black text are fixed, although they can be edited to better suit the government agency’s requirements. Sections in blue text are optional and can be edited or deleted as necessary. For further information about how to fill out this template, please contact* [*Finance*](mailto:cspp@finance.wa.gov.au)*.]*

Accountable Authority / Delegate

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# Introduction

This service agreement management plan (plan) describes how the government agency will manage the service agreement for [insert service agreement title] with the [insert name of community services organisation awarded the service agreement] (“service provider or organisation”).

The main objectives of the plan are to provide:

A description of the government agency and service provider roles, responsibilities and obligations, and the General Provisions under which the service agreement will operate;

A point of reference for the delivery and management of services under the specified service agreement, including community and service level outcomes to be achieved; key performance indicators (KPIs); and reporting tools and risk management; and

A clear and current description of the services to be delivered under this service agreement.

## ANNUAL REVIEW OF SERVICE AGREEMENT PLAN

* For the purposes of consistency, accountability and transparency, the plan is to be reviewed by the [service agreement manager title] and signed off by the [Director or Accountable Authority / Delegate] on, or before, the annual anniversary date of the service agreement.
* Changes to the plan should be summarised and noted in the comments section by the [service agreement manager title] prior to submission to the [Director or Accountable Authority / Delegate].
* The [Director or Accountable Authority / Delegate] is to sign and date at the appropriate section in Attachment A.
* This is a dynamic document and will therefore be subject to change. It will require updating by the service agreement manager throughout the service agreement term.

# SERVICE AGREEMENT MANAGER SIGN-OFF

I, as service agreement manager will ensure that relevant legislation, policies and organisational requirements relating to contract management are adhered to.

Signature:

Name:

Position:

Address:

Telephone:

Email:

Date:

SERVICE AGREEMENT DELEGATION AND AUTHORISATION

### APPROVAL AUTHORITY

The following position has the authority to approve annual reviews of the plan, service agreement variations, and extensions.

Position Title: *[refer to the agency’s procurement delegation schedule]*

Date:

### SERVICE AGREEMENT MANAGEMENT PLAN ANNUAL APPROVAL

See **Attachment A** for Summary of Service Agreement Management Plan Annual Approvals.

# SERVICE AGREEMENT SUMMARY

## BACKGROUND

This section provides a brief summary of the procurement process that led to the formation of the service agreement.

*[Items to be addressed may include:*

* *History of previous service provision;*
* *Community consultations undertaken;*
* *Community and service level outcomes sought;*
* *Objectives/deliverables/milestones; and*
* *Scope.*

*Note: information should be detailed enough to provide someone with no previous experience or knowledge of the service with a clear understanding of the service agreement requirements.]*

## SERVICE AGREEMENT DETAILS

|  |  |
| --- | --- |
| **Service agreement title** | [insert title] |
| **Service agreement number** | [insert number] |
| **Commencement date** | [insert date] |
| **Service agreement term**   * Initial term * Extension options | [insert initial term]  [insert extension options] |
| **Service agreement framework**  *[e.g. sole provider, panel etc.]* | [insert framework] |
| **Service provider(s)** | [insert service providers] |
| **Estimated service agreement value**  *[Including GST, indexation and all extension options]* | [insert value] |
| **Buying process**  *[For panel arrangements only]* | [insert buying process] |

### Consortium and Sub-contracting Arrangements

*[If a consortium or sub-contracting arrangement has been formed for the delivery of this service, include relevant details of the structure of the arrangement and how this will be managed over the term of the service agreement.]*

## COMMUNITY AND SERVICE LEVEL OUTCOMES

### Community outcome(s)

The intended community outcomes are:

*[Information in the section should be the same as that in the community outcome(s) sections of the request.]*

### Service level outcome(s)

The service level outcomes (SLOs) below were developed in conjunction with *[service provider]*:

*[Information in the section should be the same as that in the service level outcome(s) section of the request, with changes from negotiations incorporated if required. Include information on how the SLOs were developed, e.g. in consultation or collaboration with the service provider. Each SLO must include information on its purpose/use as a performance measurement tool.*

*It is recommended that SLOs are tracked over the life of the service agreement, with updates against the SLOs included in each review of the plan. If this table is longer than one page, include it as an appendix.]*

## DOCUMENT REGISTER

Comprehensive documentation is critical for successful service agreement management and necessary for contractual, legislative and audit purposes. This section catalogues references for the service agreement and other documents that support the management and delivery of the service agreement.

### Service agreement documents

The service agreement is comprised of the following documents:

| **Document Name** | **File Reference/Location** |
| --- | --- |
| *Process Terms and Conditions* |  |
| *General Provisions* – [Insert Version]  *[Must be the same version as listed in the request]* |  |
| Request |  |
| Addendum / Addenda (if any) |  |
| Service Provider’s (s)' Offer including any clarifications |  |
| Letter(s) of Award (signed copy) |  |
| Insurance Certificate(s) of Currency |  |
| Service Level Agreement (if applicable) (signed copy) |  |
| Contract Extension Letter(s) (signed copy) |  |
| Contract Variation Letter(s) (signed copy) |  |
| Negotiation/ Issues Log (if applicable) |  |
| Service Review |  |

### Other Documents

Other documents of importance to the service agreement include:

| **Document Name** | **File Reference/Location** |
| --- | --- |
| Business Case |  |
| Procurement Plan |  |
| Evaluation Report |  |
| Service Reports |  |
| Confidentiality & Conflict of Interest Declaration |  |
| Unsuccessful Letters |  |

*[Documents should be contained in the government agency’s records management system and/or hard copy file therefore only the file reference is required.]*

## PRICING AND FINANCIAL CONSIDERATIONS

This section details the pricing structure of the service agreement and includes the payment details, payment schedule, and payment terms and conditions, along with incentives and/or rebates.

### PRICING DETAILS

*[Insert pricing details, including the total service agreement value and price per year.]*

### SERVICE PAYMENT ARRANGEMENTS

*[Provide information regarding the service payment arrangements. For example, a schedule of when payments will be made to the service provider, whether recipient created tax invoices will be used, etc.]*

| **Payment Dates** | **Service Payment** | **GST (10%)** | **Total Service Payment** |
| --- | --- | --- | --- |
| **Year 1** | | | |
| 1 Jan 2018 | $200,000.00 | $20,000.00 | $220,000.00 |
| 1 Apr 2018 | $200,000.00 | $20,000.00 | $220,000.00 |
| 1 Jul 2018 | $200,000.00 | $20,000.00 | $220,000.00 |
| 1 Oct 2018 | $200,000.00 | $20,000.00 | $220,000.00 |
| Subtotal | $800,000.00 | $80,000.00 | $880,000.00 |
| **Year 2** | | | |
|  |  |  |  |

*[\* Add or delete rows as applicable.]*

### PAYMENT CONDITIONS

*[If there is a clause in the request stating payment conditions it should be inserted at this point. For example: payment upon receipt of annual report.*

*Detail should also be provided regarding how the payment schedule is set up. Examples include lump sum, payment on completion of deliverables, monthly for work done to date etc.]*

### INCENTIVES OR REBATES

*[Describe any incentive or rebate arrangements included in the service agreement and how these will be measured and implemented.]*

## ISSUES RAISED IN EVALUATION PROCESS

*[Provide details regarding any issues/concerns raised during the evaluation process and the solution or remedy implemented to manage these issues/ concerns. Delete section if not applicable.]*

| **Issue** | **Responsible Officer** | **Remedy** | **Tracking** | **Closed** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## SPECIAL CONDITIONS

*[List any special conditions that are not already covered in the rest of this document e.g. quality standards, pre-contract arrangements, negotiations or additional conditions over and above those stated on the original request. Where special conditions are too detailed to list here, general reference should be made to appropriate documentation and clauses e.g. a special condition could be the need to negotiate outcome measures with the service provider prior to award.]*

## VARIATIONS

### Service payment variation details

*[This section must be the same as the request.]*

The service payment is fixed for the first year of the term.

Following the first year of the term, the service payment will be varied in accordance with the [Non-Government Human Services Sector Indexation Policy.](https://www.wa.gov.au/government/publications/indexation-policy-the-non-government-human-services-sector) *[If an alternative**approach to the payment of indexation is used by the government agency, amend as necessary.]*

| **SERVICE PAYMENT VARIATIONS** | | | | |
| --- | --- | --- | --- | --- |
| **Variation Number** | **Type of Variation** | **Requested by** | **Approved** | **Other Information** |
| e.g. Variation 1 | Price Variation | Service Provider | Yes – 30/6/2021 | TRIM 0001234 |
| e.g. Variation 2 | Service Level Outcome | Public Authority | Yes – 30/6/2022 | TRIM 0001235 |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

### Other variations

*[Detail any other variation mechanisms provided under the Service Agreement. The variation mechanism should be the same as stated in the request and/or as agreed as part of the service agreement negotiations. Reference/detail the process for approval of these variations by the delegated authority.]*

*[If varying the term of a Service Agreement beyond its final expiry date or increasing the scope of a Service Agreement, confirm that the Service Provider is not debarred or suspended under the* [*Western Australian Debarment Regime*](https://www.wa.gov.au/organisation/department-of-finance/debarment-regime)*.* *Refer to the* [*Excluded Suppliers*](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=BC47BF6C8B895C8C0C0CB75B4FF0C4AF&&ss=1) *page on Tenders WA for more information.]*

## INSURANCE

The service agreement manager has completed due diligence of the Insurance Certificates of Currency and confirms the below insurances are valid and in accordance with service agreement requirements.

The following details of currency have been provided:

*[For example:]*

|  | **Insurer** | **Policy No.** | **Insured Amount $** | **Expiry Date** | **Exclusions** |
| --- | --- | --- | --- | --- | --- |
| **Public Liability\*** |  |  |  |  |  |
| **Professional Indemnity\*** |  |  |  |  |  |
| **Workers Compensation\*** |  |  |  |  |  |
| **Motor Vehicle Third Party\*** |  |  |  |  |  |
| **Compulsory Third Party\*** |  |  |  |  |  |

*[\* Add or delete rows as applicable.]*

The details of Insurance Certificates of Currency are also to be provided under 3.4.1. Service Agreement Documents.

*[Ensure the location of copies of certificates of currency are also listed in section 3.9 above.]*

As the expiry date of each insurance approaches, the service agreement manager will obtain new Certificates of Currency and record the updated details in an additional table which will be annexed. *[Note: Please annex the new information as opposed to writing over the old information].*

*[Include details of how the service agreement manager will manage expiry dates, e.g. the use of any contract management systems or tools which will provide prompts.]*

# SERVICE AGREEMENT MANAGEMENT

## GOVERNANCE FRAMEWORK

The Delivering Community Services in Partnership (DCSP) Policy seeks to improve outcomes for all Western Australians by building a genuine partnership between the public and not-for-profit community services sectors in the policy, planning and delivery of sustainable community services in Western Australia. The government agency and service provider are required to engage in a manner that is consistent with the partnership principles and behaviours, which can be found on page 6 of the [DCSP Policy.](https://www.wa.gov.au/government/publications/delivering-community-services-partnership-policy)

The service agreement manager and service provider are responsible for ongoing management of these requirements and must comply with other relevant procurement policy, procedural, reporting, record keeping and contractual obligations.

## RELATIONSHIP MANAGEMENT

*[This section details how the government agency will work together with the service provider(s) over the course of the service agreement.]*

### ROLE OF THE SERVICE AGREEMENT MANAGER

The service agreement manager is responsible for both relationship and service agreement management.

The service agreement manager must:

* perform all the day to day administrative tasks to ensure the service agreement operates effectively;
* ensure that all relevant legislation, policies and organisational requirements are adhered to;
* develop an internal/ external communication plan to ensure that services are delivered as specified in the service agreement;
* ensure that all contractual requirements and obligations are met;
* ensure that all KPIs and service level outcomes are met; and
* develop working relationships with all relevant internal and external stakeholders involved in the service agreement.

### Key contact details

#### **State party contact details**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Title | Address | Phone | Email |
|  |  |  |  |  |
|  |  |  |  |  |

### Service provider(s) contact details

*[Include information for all key contacts within the service provider’s organisation. Edit tables as required. Where there are multiple service providers, duplicate these tables as required.]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name | Title | Address | Phone | Email |
|  |  |  |  |  |
|  |  |  |  |  |

### Stakeholders’ roles and responsibilities

The service agreement manager will deal with a number of internal and external stakeholders in the delivery of the service agreement.

Specific roles have been assigned to manage the delivery of the service agreement and relationships with stakeholders.

The tables below outline the stakeholders and their respective roles and responsibilities for the delivery and management of this service agreement *(e.g. delegated authority or executive, government agency staff, client reference groups, peak bodies, end users).*

*[Include a diagram identifying the relationships between the parties as a reference if required.]*

**Internal stakeholders**

| **Stakeholder** |  | **Role** | **Responsibility** |
| --- | --- | --- | --- |
| Client reference Group |  | Advisory | Service level outcomes |
|  |  |  |  |

**External stakeholders**

| **Stakeholder** |  | **Role** | **Responsibility** |
| --- | --- | --- | --- |
| Peak body |  | Advisory | Industry consultation |
| Service provider |  |  |  |

### Communication plan

This section outlines the internal communication plan for the service agreement manager to operationalise/deliver the service agreement.

The communication plan may:

* address how stakeholders will be informed about the establishment of the service agreement, including how to procure and deliver community services under this service agreement;
* address how stakeholders identified in the roles and responsibilities matrix will be informed of their involvement in the service agreement management process;
* inform stakeholders about who they should contact for further information, or to provide feedback about the services delivered under the service agreement; and
* identify who is responsible for carrying out these tasks, and by when.

| **Stakeholder/ type** | **Interest/ influence** | **Communication objectives *(outputs)*** | **Targeted key messages** | **Communication channels *(how)*** | **Timing** | **Owner** |
| --- | --- | --- | --- | --- | --- | --- |
| E.g. Service provider | Delivery of services | Promotion of services to be delivered | Feedback on service activity | * Meeting * Service users | Six monthly  As required | Service agreement manager |
|  |  |  |  |  |  |  |

*[If applicable, detail the strategy that will be used to communicate with all stakeholders during the service agreement term. This may include regular progress reports or updates to the government agency executive team, how any changes to the service agreement will be communicated to government agency staff, feedback to service provider, changeover of staff etc.]*

### Meetings

This section contains a summary of the meeting purpose, attendees, frequency and format of various service agreement management meetings.

*[Detail the meeting schedule which is proposed for the service agreement. This may include monthly business as usual meetings, quarterly meetings, half yearly strategic planning meetings or yearly review meetings. For each meeting type include which stakeholders will be attending and a general comment regarding what will be discussed at these meetings.*

*The table below can be duplicated as needed to detail the meetings which will occur as part of the management of the service agreement.]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Meeting** | **Purpose** | **Government agency attendees** | **Service provider attendees** | **Frequency** |
| **Executive meeting** | To discuss information to support decision-making at the executive level | [Insert names and titles]  Typically supplier executive and supplier account manager attends | [Insert names and titles]  Typically the chief procurement officer, the head of the organisational area that ‘owns’ the contract and the contract manager attends | [Insert meeting frequency]  Typically six-monthly, annual or as required |
| **Management meeting** | To discuss information to support management level decisions | [Insert names and titles] | [Insert names and titles] | [Insert meeting frequency]  Typically monthly, quarterly or six-monthly or as required |
| **Operations meeting** | To review current operational status of contract and determine whether improvements required | [Insert names and titles] | [Insert names and titles] | [Insert meeting frequency]  Typically weekly or monthly or as required |

### Calendar of key events and activities

This section should include key events, activities, deliverables, meetings, audits and reviews that will occur during the term of the service agreement.

*[Information in this table should include key events and activities such as contractual milestones and deliverables, meetings, audits, reviews with other agencies (if this is an integrated service), decision points (around renewal or extension or an extension of an agreement) etc. If this table is longer than one page, include it as an appendix.]*

| **Calendar of Key Events and Activities** | | | | |
| --- | --- | --- | --- | --- |
| **Activity/ event** | **Date** | **Frequency** | **Service agreement reference** | **Details** |
| Service agreement renewal | 01/01/2018 | Annually | Trim 1234 | Contract review completed – advise supplier of contract renewal |

## KEY PERFORMANCE INDICATORS (KPIs)

### Objectives

This section should include the objectives or outputs of the KPIs for the service agreement.

*[Information in this section should be the same as that in the service agreement management requirements section of the request. Additionally, the procurement plan should be consulted to ensure that the performance indicators are consistent with those provided here.*

### Service agreement KPIs

This section should include information and a rationale on how the Key Performance Indicators have been developed to achieve the Service Level Outcomes for the service agreement.

*Include information on how KPIs were developed e.g. in consultation or collaboration with the service provider. Each KPI must include information on its purpose/use and align to the SLOs detailed in the request.*

*As an example, KPIs could include:*

* *Reporting on the number and type of occasions that peer-based information is provided through health clinic services.*
* *Report on workforce development activities undertaken, including type of activity, purpose of activity, number of participants by agency and profession.*

*It is recommended that the KPIs are tracked over the life of the service agreement, with updates against the KPIs included in each review of the plan. If this table is longer than a page, include it as an appendix.]*

### Reporting KPIs

This section should detail the KPI reporting requirements for the service agreement.

*[Information in this section should be the same as that in the service agreement management requirements section of the request.*

*As an example, this section should include:*

* *What is to be reported (e.g. client satisfaction, client visits);*
* *Reporting format (written and / or verbal);*
* *Frequency (monthly / bi-annually / annually);*
* *Source of information;*
* *How reports will be used to contribute to measuring outcomes and active service agreement management.]*

### Service/quality standards

This section should detail any service or quality standards that apply to the service agreement.

*[Detail any service or quality standards that apply to the service agreement and how you intend to administer these. Where required standards are substantial/complex, a brief summary should be stated here with references to the appropriate document/s and clauses.]*

## ABORIGINAL PROCUREMENT POLICY

*[The Aboriginal Procurement Policy can be viewed* [*here*](https://www.wa.gov.au/government/publications/general-procurement-direction-202108-aboriginal-procurement-policy)*.]*

**Part A – Agency Targets**

This Service Agreement is with [name of registered Aboriginal business], who is a registered Aboriginal business in [the Aboriginal Business Directory Western Australia *[or]* Supply Nation’s Indigenous Business Direct].

*[Include the below statement for Service Agreements with a registered Aboriginal business with a value equal or greater than $50,000.]*

The details of the Service Agreement [have been/will be] published on Tenders WA as the Service Agreement is [with a registered Aboriginal business *[or]* a panel arrangement that includes a registered Aboriginal business] and is [equal to/greater than] $50,000 in value. This data is available to the Department of Finance who are responsible for reporting on the achievement of targets under the Aboriginal Procurement Policy.

*[or]*

This contract does not contribute to the State Agency’s Aboriginal Procurement Policy targets.

**Part B – Aboriginal Participation Requirements**

*[Include and amend this section as required if Aboriginal participation requirements apply under Part B of the Aboriginal Procurement Policy.]*

The Service Provider has committed to meet the [Aboriginal Business Subcontracting Outcomes *or* Employment of Aboriginal People Outcomes]. The Service Provider has committed that [at least [3, 3.5 or 4] per cent of the Service Agreement value (at Service Agreement award) is awarded to Aboriginal business subcontractors by the expiry of the Service Agreement] or [annually, based on the anniversary of the commencement of the Term, at least [2, 5 or 10] per cent of the total number of persons employed on the contract are Aboriginal persons].

*[If the Aboriginal Business Subcontracting Outcomes apply, include the below paragraph and amend as required:]*

The Service Provider is required to provide a report addressing the Aboriginal Business Subcontracting Outcomes [within 30 calendar days of Service Agreement Expiry *[or]* specify negotiated reporting frequency].

*[If the Employment of Aboriginal Persons Outcomes apply, include the below paragraph and amend as required:]*

The Service Provider is required to provide a report addressing the Employment of Aboriginal Persons Outcomes [no later than 30 calendar days within the anniversary of the Service Agreement Commencement Date *[or]* within 30 calendar days of Service Agreement Expiry (if contract term is less than 12 months) *[or]* specify negotiated reporting frequency].

*[Outline the management strategies that will be used to ensure contractors are achieving the outcomes and submitting reports on time and to the required standard.]*

## RISK ASSESSMENT AND MANAGEMENT STRATEGY

This section should outline the risk assessment and management strategy.

*[Risks may vary during the service agreement and the plan will need to be updated accordingly.*

*This section should outline the risk assessment and management strategy including:*

* *risks identified within the procurement plan and evaluation report e.g. operational, legal, financial, reputational and political;*
* *consequences of those risks;*
* *likelihood of the risks occurring; and*
* *strategy for minimising or managing the risks.*

*It is recommended that a risk register is included as an attachment to the plan.*

*This section should be updated with each review of the plan to include information as to how the risks have impacted the service agreement (if applicable).]*

# IMPLEMENTATION OR TRANSITION-IN PLAN

This section should cover any implementation or transition in/out activities from award of the service agreement and commencement of services.

*Key issues to consider include:*

* *Planning the hand over from the outgoing service provider to the incoming service provider;*
* *Managing the implementation/ transition-in/out activities;*
* *Meetings with service provider;*
* *Implementing monitoring systems.*

*An example of a transition in/out plan covering key areas for consideration can be found in Attachment B.]*

## ISSUES AND COMPLAINTS MANAGEMENT

This section outlines how issues and complaints that arise during the service agreement.

*[Include procedures specified in the service agreement for the service agreement manager to monitor and report on the service provider’s performance, including the severity of any breaches, the need to seek redress and sources specified for redress.]*

## BUYING PROCESS

A formal buying process is generally used where a standing offer has been established and includes details of the buying process

*[Insert all details of the buying process, including where the buying process document can be found (this should also be included in section 3.4.2), publishing details, proposed communication strategy for buyers and any update requirements. If not required, delete this section or mark as ‘not applicable’.]*

# SERVICE AGREEMENT REVIEW

Consistent with the partnership principles and behaviours underpinning the DCSP Policy, the government agency must have a review and evaluation system in place that will:

* meet accountability requirements;
* preserve the integrity of processes;
* aid in maintaining the government agency’s knowledge base; and
* contribute to the identification of areas for improvement.

*[This plan should outline the process that will be followed in assessing whether to* ***extend, renew or finalise the service agreement*** *and the steps to be taken**as the service agreement nears expiry.*

*Formal service agreement reviews need to be planned well in advance of extension or expiry dates to maximise the options available to the government agency. Under the DCSP Policy, service reviews must be undertaken at appropriate intervals, including at the reasonable request of the service provider, to assess service design and delivery, volume of services, sustainable pricing, performance and the achievement of outcomes.*

*All reviews will be undertaken in partnership with the service provider.]*

## RENEWAL OR EXTENSION

*[Before extending a Service Agreement, confirm that the Service Provider is not debarred or suspended under the* [*Western Australian Debarment Regime*](https://www.wa.gov.au/government/publications/debarment-regime-guide-western-australian-government-agencies)*. Refer to the* [*Excluded Suppliers*](https://www.tenders.wa.gov.au/watenders/news/browse.do?CSRFNONCE=BC47BF6C8B895C8C0C0CB75B4FF0C4AF&&ss=1) *page on Tenders WA for more information.]*

*[This section should provide information on the renewal/extension process for the service agreement. Does the service agreement contain provisions for renewal or extension? Refer to the request.]*

*If so:*

* *How and who will decide if renewal or extension will be implemented?*
* *Outline the review process that will be undertaken to determine:*
  + *Whether there is an ongoing community need for this service;*
  + *Strengths and/or weaknesses of the service agreement;*
  + *Issues and/or efficiencies;*
  + *Risks identified and issues realised;*
  + *Service provider performance;*
  + *Variations issued; and*
  + *Estimated value of the extension/reasons for the extension/value for money justification for extension/renewal.]*

## SERVICE AGREEMENT REVIEW DUE TO UNACCEPTABLE PERFORMANCE

*[This section should detail the trigger for a service agreement review due to unacceptable performance. Include reasons for any variation from performance targets.*

*Occurrences such as a reduction in client satisfaction, complaints and failure to deliver services may, at the appropriate level, be sufficient to trigger a service agreement review.]*

## TERMINATIONS

In the event of the service provider failing in any manner to carry out the service agreement to the government agency’s satisfaction, the government agency may terminate the service agreement by written notice to the service provider.

Reasons may include:

*[Add or delete the following as necessary.]*

1. Those stipulated in the *General Provisions*; and
2. [insert reason and provide justification]

*[Important note: various common law rules apply to contractual termination. Even where the government agency believes termination is justified, it is important to obtain advice from in-house legal counsel (if applicable) or the State Solicitor’s Office to ensure there are sufficient legal grounds for termination. Should the service agreement terminated in an inappropriate manner, the State Government may be at risk of liability for damages or other legal orders.]*

# ATTACHMENTS

*[Depending upon the type and scope of the service agreement, a variety of attachments may be required. The service agreement manager will need to determine which documents listed in sections 3.4.1 and 3.4.2 should be included as an attachment.*

*Sufficient information should be provided to ensure someone with no knowledge of the service can easily understand the service agreement and any key provisions.*

*Examples include:*

1. *Service agreement obligations;*
2. *Risk management register/plans;*
3. *Implementation or transition in plan;*
4. *Invoicing and payment schedule; and*
5. *User / client survey questionnaire.]*

*[The table below is an example of how this section can be structured. Amend as necessary.]*

|  |  |
| --- | --- |
| **Attachment reference** | **Document** |
| A | Contract transition-in/out plan |
| B | Risk register |
|  |  |
|  |  |
|  |  |

## ATTACHMENT A:

SERVICE AGREEMENT MANAGEMENT PLAN ANNUAL APPROVALS

**SERVICE AGREEMENT MANAGEMENT PLAN – ANNUAL APPROVAL**

Prepared by

Name (print) Signature Date / /201…

Comments *[if appropriate, include results of annual service agreement review]*

Approved by Accountable Authority/Delegate

Name (print) Signature Date / /201…

Comments *[if appropriate, include results of annual service agreement review]*

**SERVICE AGREEMENT MANAGEMENT PLAN – ANNUAL APPROVAL**

Prepared by

Name (print) Signature Date / /201…

Comments *[if appropriate, include results of annual service agreement review]*

Approved by Accountable Authority/Delegate

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Prepared by

Name (print) Signature Date / /201…

Comments *[if appropriate, include results of annual service agreement review]*

Approved by Accountable Authority/Delegate

Name (print) Signature Date / /201…

Comments *[if appropriate, include results of annual service agreement review]*

## ATTACHMENT B:

SERVICE AGREEMENT TRANSITION IN/OUT PLAN

*[Delete this section if not applicable]*

**TRANSITION IN**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tasks** | **Start date** | **Finish date** | **Action officer** |
| 1. Document management system |  |  |  |
| 1. Contract management system |  |  |  |
| 1. Agency overview, facilities, locations |  |  |  |
| 1. IT Requirements (Access Cards/IT systems) |  |  |  |
| 1. Personnel |  |  |  |
| 1. Communication strategy – new service provider |  |  |  |
| 1. Key stakeholders informed |  |  |  |
| 1. Risks |  |  |  |
| 1. Knowledge transfer |  |  |  |
| 1. Service continuity |  |  |  |
| 1. Ohs & environment requirements |  |  |  |
| 1. Intellectual property requirements |  |  |  |
| 1. Confidentiality |  |  |  |
| 1. Administration |  |  |  |

**TRANSITION OUT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tasks** | **Start date** | **Finish date** | **Action officer** |
| 1. Document management system |  |  |  |
| 1. Contract management system |  |  |  |
| 1. Agency overview, facilities, locations |  |  |  |
| 1. IT Requirements (Access Cards/IT systems) |  |  |  |
| 1. Personnel |  |  |  |
| 1. Communication strategy – exiting service provider |  |  |  |
| 1. Key stakeholders informed |  |  |  |
| 1. Risks |  |  |  |
| 1. Knowledge transfer |  |  |  |
| 1. Service continuity |  |  |  |
| 1. OHS & environment requirements |  |  |  |
| 1. Intellectual property requirements |  |  |  |
| 1. Maintenance of confidentiality |  |  |  |
| 1. Administration |  |  |  |