

Annexure B Service Level Agreement

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1. Service Level Agreement Definitions

1.1 Definitions

In this Service Level Agreement (**SLA**), unless the context otherwise requires:

Annual Assessment is defined in item 2.3 of this SLA.

Assurance of Compliance Report means the report in the form of Annexure 1 of this SLA as amended from time to time and notified by the Lead Agency to the Service Providers.

Client Satisfaction Survey means a survey used by the Panel Contract Manager to measure the satisfaction of the Agency Contract Managers and other Personnel of Clients with the provision of Services by the Service Providers.

Existing Matter means any pre-existing agreement for the provision of legal services between the Service Provider and any Client that remains on foot as at the Commencement Date.

General Counsels Group (GCG) means the Group comprising the General Counsel of each lead Agency of the relevant NSW Government Cluster.

Key Performance Indicators (KPIs) means the performance measures to be used to review and assess the performance of Service Providers specified in item 2.2 of this SLA.

Off-Panel Engagements Guideline means the policy that applies to Clients in the engagement of legal service providers who are not appointed to the Panel, or not appointed for the Sub Panel for which a Client proposes to engage them (as amended from time to time).

Panel Deed means the agreement between the Lead Agency and the Service Provider with respect to the provision of services under the Panel arrangements.

Service Providers means providers of legal services appointed by the State to one or more of the sub-panels which together constitute the Panel.

SLA Variation means a change to this SLA agreed in accordance with item 3.3 of this SLA.

Transactional Data means information relating to each matter including:

- (a) Service Provider information, including:
 - (i) name and ABN of the Service Provider;
 - (ii) number and seniority of solicitors providing Services; and
 - (iii) gender and seniority of any Counsel engaged;
- (b) Client information, including the name of the Client, Client reference number and relevant business unit (business unit information not required for reports to Panel Contract Manager);
- (c) information on the Services that are to be, or have been, provided, including:
 - (i) the relevant Sub-Panel and Area of Law;
 - (ii) a brief description of the matter (not required for reports to Panel Contract Manager);
- (d) cost information, including:
 - (i) Rates and hours worked or, where applicable, other fee arrangements;
 - (ii) Counsel's fees;
 - (iii) Related entity disbursements
 - (iv) Other (third party) disbursements;

- (v) GST; and
- (e) any other information required by the Panel Contract Manager.

1.2 Other terms used in this SLA

Terms that are not defined in item 1.1 of this SLA and that are defined in clause 1 of the Panel Deed have the same meaning in this SLA.

2. Service Provider Performance Assessment

2.1 Minimum Service Standards

In providing Services pursuant to the Panel Deed, the Service Provider must satisfy the following minimum service standards.

- (a) Understanding needs
 - The Service Provider must be capable of and committed to understanding the circumstances, interests and requirements of the Client.
- (b) Meeting needs
 - The Service Provider must provide the Services in a manner which is sensitive to the Client's circumstances, supports the Client's interests, and meets the Client's requirements.
- (c) Legal advice capability
 - The Service Provider must provide legal advice that is accurate, succinct, practical, and addresses the questions and issues raised by the Client.
- (d) Preparing documents
 - The Service Provider must prepare documents that are succinct, comprehensive and in plain language and must seek sufficient instructions from the Client to enable documents to be prepared efficiently and in a timely manner.
- (e) Appropriate Dispute Resolution and Litigation capability
 - (A) **Civil disputes**
 - The Service Provider must manage appropriate dispute resolution and litigation diligently and in accordance with the Model Litigant Policy. The Service Provider must advise on and conduct settlement negotiations with a view to the circumstances and requirements of the Client, and in accordance with the instructions of the Client.
 - (B) **Criminal proceedings**
 - The Service Provider must act with fairness and detachment in representing the State. As a prosecutor, the Service Provider must act in accordance with the prosecutor's duties. The Service Provider must advise on and conduct proceedings consistently with relevant prosecution guidelines.
- (f) Managing costs
 - The Service Provider must have a mechanism for managing and containing the Legal Services Fees in relation to any Legal Services Contract. In the provision of the Services, the Service Provider must manage the allocation of work with regard to cost effectiveness, as well as to the level of seniority necessary to meet the Client's legal service requirements. The Service Provider must comply with all requirements in the Panel Deed in respect of Estimates.
- (g) Managing matters

The Service Provider must implement practices to increase efficiency for both itself and any Client in the way it provides the Services including using protocols for communication and administrative arrangements so as to minimise the administrative burden and any duplication of effort (including for example, by agreeing a strategy for a matter in advance and revising it as necessary, ensuring the purpose of communication is clear and by taking simple administrative steps such as using reference numbers in all correspondence and using meaningful email subjects).

(h) Managing time

The Service Provider and Client must agree a timeline for provision of the Services at the initiation of each matter. The Service Provider must provide the Services in an efficient manner that meets the agreed timelines.

If it is anticipated that an agreed timeline might not be met, the Service Provider must immediately contact the Client to determine a substitute time for delivery. If the Client agrees to a substituted time for delivery, the Service Provider must provide the Services within that time. If no substituted time is agreed by the Client, the Service Provider may be required by the Client to cease provision of the Services.

(i) Reporting

The Service Provider must provide compliance and Transactional Data to the Panel Contract Manager at regular intervals as set out in item 3.1 of this SLA and in an electronic format as specified by the Panel Contract Manager and, once implemented, compatible with the State's Electronic Vendor Management System.

(j) Corporate Social Responsibility

The Service Provider must meet the National Pro Bono Target of 35 hours of pro bono work per lawyer per year, unless classified as a Small Firm. The Service Provider must adhere to the NSW Government Equitable Briefing Policy and apply innovation and resourcefulness to the promotion of diversity.

(k) Building capacity

Where possible, it is expected that the Service Provider will offer staff or agree to requests for staff to work on secondment for Clients, to enhance mutual understanding across the client-supplier relationship.

The Service Provider is also expected to implement practices to increase professional capacity, both internally, in terms of building staff expertise, and in its contractual relationship with Clients, through the provision of professional development seminars and other like value added services, or through the introduction of innovative practices which have the potential to add value to the client-supplier relationship.

2.2 Key Performance Indicators

Service Providers must comply with the following KPIs. In order to meet each KPI, a Service Provider must meet all requirements specified as the monitoring mechanism for that KPI.

KPI No	KPI	Monitoring mechanism
1	Managing Budget	
	<p>The Service Provider must actively manage and control costs in the provision of the Services, and except where permitted by the Panel Deed or where an Agency Contract Manager otherwise directs, must provide complete and accurate Estimates of Legal Services Fees including disbursements and Counsel fees (but excluding GST) for all Legal Services Contracts throughout the Term of the Panel Deed.</p>	<p>The Service Provider must notify Clients in writing as soon as practicable after the Service Provider becomes aware that the Estimate will be exceeded but in any event no later than the time the legal costs accrued or incurred reaches 80% of the Estimate (including legal fees, disbursements and counsels fees but excluding GST). The Service Provider must also provide an estimate of the percentage completion that the matter has reached.</p> <p>Any complaint concerning the Service Provider's management of costs which are resolved by the Agency Contract Manager will be reported by the Agency Contract Manager to the Panel Contract Manager.</p>
2	Regular reporting	
	<p>The Service Provider regular reports as required by the Panel Deed, including this SLA.</p>	<p>The Service Provider must submit the reports identified in clause 3.1:</p> <ul style="list-style-type: none"> • On time; • In the format required; and • In the manner required. <p>Different reports are required to be submitted monthly, quarterly and annually.</p>

KPI No	KPI	Monitoring mechanism
3	Client satisfaction with the Services.	
	<p>The Service Provider must maintain Client satisfaction with the following aspects of the provision of the Services throughout the Term of the Panel Deed:</p> <ul style="list-style-type: none"> • Overall satisfaction • Quality of work • Approach and strategy • Scope and instructions • Personnel assigned • Cost management • Management of work • Time management • Communication and reporting 	<p>Client satisfaction with the Services will be measured by Client Satisfaction Surveys undertaken in respect of the Contract Year, and assessed annually.</p>

2.3 Performance Assessment

- (a) The Service Provider's performance in relation to the KPIs will be monitored on an ongoing basis, and may be subject to a formal review on an annual basis (**Annual Assessment**). As part of the Annual Assessment, a performance report may be prepared by the Panel Contract Manager and provided to the Service Provider reporting on:
 - (i) the outcome of Client Satisfaction Surveys;
 - (ii) compliance with reporting requirements of the Panel Deed (including this SLA);
 - (iii) the outcome of any audit conducted in relation to the Service Provider in respect of the relevant Contract Year; and
 - (iv) compliance with policies

2.4 Client Satisfaction Survey

Client Satisfaction Surveys will be undertaken by Panel users throughout the Term and used as part of the monitoring mechanism for the performance of the Service Provider. Client satisfaction will be an integral part of the Annual Assessment of performance of the Service Provider by the Panel Contract Manager with input from Agency Contract Managers and Client Personnel. Agency Contract Managers will oversee the completion of Client Satisfaction Surveys. Results of the Client Satisfaction Surveys in respect of a Contract Year will be used to assess the Service Provider's compliance with the KPIs.

2.5 Audit Review

- (a) Without limitation to any other provision of the Panel Deed, an audit of:
 - (i) the quality of the legal advice provided by the Service Provider (including the timeliness of the legal advice, comprehension, useability, accuracy and consistency);
 - (ii) the Legal Services Fees invoiced by the Service Provider (including the Rates applied, expenses and disbursements claimed, hours spent on the matter and the level of the lawyer providing the Services); or
 - (iii) any other aspect of the delivery of the Services;may be undertaken by the State:
 - (iv) at the request of an Agency Contract Manager; or
 - (v) at the request of the Executive Contract Manager.
- (b) The provisions of clause 18.2 of the Panel Deed apply to any audit conducted pursuant to this item 2.5 of this SLA.

3. SLA Procedures

3.1 Reports by Service Providers

- (a) The table below sets out reports to be provided by the Service Provider to the Panel Contract Manager or, where specified, to the Agency Contract Managers and the time at which they are to be provided. All reports for the first Contract Year must cover the period from the Commencement Date to the end of the first Contract Year.
- (b) Where the table specifies that reports must be provided during the term of any Legal Services Contract, or by a date following the final Contract Year, those reports must be provided notwithstanding termination or expiry of the relevant Panel Deed, in accordance with clause 14.3 of the Panel Deed.
- (c) Where the Term of a Panel Deed or the term of any Legal Services Contract under that Panel Deed terminates or expires on a day prior to the

- end of a calendar quarter, a reference in item 3 of this SLA to a calendar quarter includes that part of that calendar quarter up to the date of termination or expiry.
- (d) Reports required to be submitted on a Monthly basis must be submitted no later than the 7th day of each month until the month after the deed expires or is terminated.
- (e) Reports required to be submitted on a Quarterly basis must be submitted no later than the 7th day of the month following the end of the quarter (for example, reports for the 1st quarter of a financial year would be submitted on 7 October).
- (f) Reports required to be submitted on an Annual basis must be submitted no later than 7 July each year.

	Reports to be provided by Service Providers	To
3.1.1	<p>Invoices (including estimate compliance) Monthly</p> <p>Service Providers must provide a report containing Transactional Data for each Legal Service Contract and for Existing Matters</p> <p>To be provided monthly or as otherwise required by the Panel Contract Manager.</p>	<p>Agency Contract Manager</p> <p>(Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)</p>
3.1.2	<p>Agency Billing Summary Quarterly</p> <p>Service Providers must provide a report containing summary Transactional Data for each Agency incorporating all matters billed during the quarter or as otherwise required by the Panel Contract Manager.</p>	<p>Panel Contract Manager</p> <p>(Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)</p>
3.1.3	<p>Legal Advice Database Report Quarterly (Transport portfolio only)</p> <p>Service providers must provide a report containing a list of advices provided to each agency within the Transport Cluster on a quarterly basis and include a OCR searchable PDF version of each Transport Cluster advice.</p>	<p>Each Agency Contract Manager in the Transport Cluster</p> <p>(Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)</p>
3.1.4	<p>Volume Discount Report for All Eligible Billings from NSW Government Panels, Schemes and Contracts Quarterly</p> <p>Service providers must provide a report containing cumulative eligible billings to Government agencies/entities (including all NSW Government Panels, Schemes and Contracts to monitor volume discount threshold, volume discount activation and volume discount application.</p>	<p>Panel Contract Manager</p> <p>(Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)</p>
3.1.5	<p>Counsel Briefed Annually</p> <p>Service Providers must provide a report to the Panel Contract Manager on counsel briefed annually. The report must include the names of barristers briefed and:</p> <ul style="list-style-type: none"> • Name of barrister • Gender • Level of barrister (junior or QC/SC) 	<p>Panel Contract Manager</p> <p>(Using template provided by Panel Contract Manager)</p>

	Reports to be provided by Service Providers	To
	<ul style="list-style-type: none"> Area of Law involved (by reference to the table provided with this template) Number of matters briefed to counsel Type of Brief (Judicial, Non-Judicial or Advisory) Attorney General's prior approval (for senior counsel only) Total amount paid in counsel's fees <p>To be provided annually or as otherwise required by the Panel Contract Manager.</p>	
3.1.6	<p>Value Adds Annually</p> <p>Service Providers must provide a report on value added Services provided in accordance with the Panel Deed during the year including:</p> <ul style="list-style-type: none"> The Agency and name of the contact to whom the advice or Service was provided; The date; The Sub-Panel and Area of Law; The nature of the value added service. <p>Note that no details sufficient to identify the issue or the advice given should be provided.</p> <p>To be provided quarterly or as otherwise required by the Panel Deed or Panel Contract Manager.</p>	Panel Contract Manager (Using template provided by Panel Contract Manager)
3.1.7	<p>Assurance of compliance Annually</p> <p>Service Providers must provide a report on compliance with the Panel Deed requirements in relation to:</p> <ul style="list-style-type: none"> conflict of interest Incidents, Probity Events Adherence to Government policies Monitoring and reporting of costs Currency of insurance 	Panel Contract Manager (By completing the Assurance of Compliance Report and / or Electronic Vendor Management System, once implemented)
3.1.8	<p>Pro Bono Services Annually</p> <p>Service Providers must provide a report on the Pro Bono Services provided in accordance with the Panel Deed in each Contract Year and any financial year following the final Contract Year</p>	Panel Contract Manager (Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)
3.1.9	<p>Social Outcomes Reports Annually</p> <p>Service Providers must provide a report on social outcomes in the template provided including:</p> <ol style="list-style-type: none"> Aboriginal Social Outcomes, where a target has been established as part of the RFP (measures are not mandatory and are used to monitor progress only) Gender Diversity Small and Medium Enterprise and Regional 	Panel Contract Manager (Using template provided by Panel Contract Manager or Electronic Vendor Management System, once implemented)

	Reports to be provided by Service Providers	To
	Procurement 4. Australian Disability Enterprises 5. Sustainability	

Note: All reports for the first Contract Year must cover the period from the Commencement Date to the end of the first Contract Year.

3.2 Reports to be provided to Service Providers

The table below sets out the report to be provided to individual Service Providers.

	Reports to be provided to Service Providers	By
3.2.1	<p>Firm Specific Annual Report Annually</p> <p>Specific for each individual Service Provider, this report provides an overview of the Service Provider's billings by sub panel and area of law, including the Service Provider's ranking, share of spend and the gap between it and other firms in relation to billings.</p> <p>It also includes a breakdown of the Service Provider's client satisfaction survey results if a sufficient number of survey responses were provided during the year.</p> <p>This report is to be provided by 15 December in each Contract Year and in the year following the final Contract Year (except that where a Panel Deed is terminated by the Lead Agency under clause 24.1 of the Panel Deed, the Panel Contract Manager will have no obligation to provide further reports specified in this item 3.2.1 to the Service Provider under that Panel Deed).</p>	Panel Contract Manager (By email)

3.3 Variations to the SLA

The following procedures apply regarding variations to the SLA:

- (a) The Panel Contract Manager, an Agency Contract Manager or any Service Provider may submit a SLA variation request to the Executive Contract Manager.
- (b) All requests must be in writing and contain the following information:
 - (i) a description of the variation requested and rationale for the variation;
 - (ii) the date from which it is proposed the variation becomes effective;

and

 - (iii) draft wording of the variation sought.
- (c) The Executive Contract Manager will decide whether the request will necessitate an amendment to the SLA, and if so the Executive Contract Manager will draft the amendment and provide it to the General Counsel Group (GCG) for discussion.
- (d) The Executive Contract Manager may seek comment from the relevant Service Providers concerning the proposed amendment in his or her absolute discretion.
- (e) If the GCG and the relevant Service Providers agree to the proposed

amendment, then the Executive Contract Manager or the Panel Contract Manager will notify relevant Service Providers of the amendment and the terms of the SLA in the relevant Panel Deeds will be amended with effect from the date set out in the notification to the Service Providers.

- (f) The State will not be obliged to agree to any variation to the SLA which is not to be made to all relevant Panel Deeds, but may in its absolute discretion do so.
- (g) A control file will be kept by the Executive Contract Manager of resolved and outstanding requests for variations to the SLA under this item 3.3.

4. Governance

4.1 Roles and Responsibilities

Responsibility for the management of the SLA is detailed in the table below.

Entity	Responsibilities
Lead Agency Transport for NSW	Responsible for the development, establishment and overall management of the Panel arrangements. Appoints the Panel Contract Manager.
Executive Contract Manager	Overall oversight and responsibility for the Panel Deed, including: <ul style="list-style-type: none"> • determine variations and changes to Minimum Service Standards and KPIs (note any proposed changes to the terms and conditions of this SLA or a Panel Deed will be referred to the General Counsels Group); • exercise statutory and regulatory decision making; • exercise the option for extension or termination of this or any other Panel Deed; • remove or add service providers as Service Providers, extend or vary the services to be made available by the Service Providers on the Panel, in accordance with the terms of the Panel Deeds; and • determine whether to suspend or terminate a Service Provider's membership on the Panel.
Panel Contract Manager	Oversight and responsibility for overall Sub-Panel (Area) and contract management of the Panel arrangements including: <ul style="list-style-type: none"> • develop and implement a Sub-Panel management plan including communication strategy, transition & value for money; and identify continuous improvement opportunities; • oversee maintenance of the technological systems • supporting the panel through data collection and analysis; • monitor client satisfaction with Service Providers; • monitor overall performance of Service Providers including audit and quality assurance processes and determination as to the composition of the Panel; • review of performance of Service Providers against Minimum Service Standards and KPIs; • create protocols and procedures for the Panel; • benchmark performance and service delivery arrangements between Service Providers and the State; • monitor and report on Service Providers' compliance with policies, guidelines and work practices; • monitor and report on Service Providers' initiatives to promote social outcomes;
General Counsels	The GCG is responsible for:

Entity	Responsibilities
Group (GCG)	<ul style="list-style-type: none"> • periodic review of the outcomes from the Panel Deed from a whole of Government perspective; • consider recommendations to terminate or suspend a Service Provider from an Area of Law; • provision of policy and guidance on the legal requirements of Clients; and • creation or variation of Panel Rules (procurement rules) (subject to approval by the Procurement Board).
Agency Contract Manager	<p>Each Agency Contract Manager is to:</p> <ul style="list-style-type: none"> • make decisions on exemption requests referred to him or her under the Off-Panel Engagements Guideline; • obtain regular reports as to legal services acquired by the Agency; • be the main point of contact with the Panel Contract Manager and a conduit for communications between staff of their own Agency and the Panel Contract Manager; • communicate operating arrangements for the Panel to Panel users within their Agency; • implement and support value for money and continuous improvement initiatives; • assist Agency Personnel in framing requests for the provision of Services from Service Providers; • identify operational legal issues and develop strategies, policies and interventions to address these issues; • advise Agency Personnel of the most appropriate Service Providers to provide the Services required; • coordinate the completion of Client Satisfaction Surveys across the Agency, thereby providing timely and regular review of Service Providers' performance against the SLA • provide reports on the resolution of any complaints resolved by the Agency Contract Manager on the management of costs; • maintain conflict of interest register for their respective agency; and • provide reports on the resolution of any complaints regarding the Model Litigant Guidelines.
Service Provider	Compliance with provisions of the Panel Deed including the SLA.
Client Agencies	<p>The role of Agencies requiring services under the Panel Deed is to:</p> <ul style="list-style-type: none"> • ensure compliance with their obligations under the Panel Deed • appoint an Agency Contract Manager to manage the Agency's rights and obligations under the Panel Deed and be a conduit of information between the Panel Contract Manager and Agency Personnel; • support the Agency Contract Manager in the conduct of his or her roles and responsibilities; and • establish and maintain the necessary records systems to support the obligations of the State and the Agency under the Panel Deed and provide access to any records required by the Panel Contract Manager. <p>Note: Agencies are required to report off-Panel expenditure to the Panel Contract Manager. These requirements are not addressed</p>

Entity	Responsibilities
	in the Panel Deed or SLA.

4.2 Governance and Performance Management Meetings

Meeting	Frequency
<p>GCG, Panel Contract Manager and Executive Contract Manager – Legal Services Panel Governance</p> <ul style="list-style-type: none"> • Discuss contractual management issues, Service Providers' performance, Panel effectiveness, improvements to Panel administration and develop and review policies and guidelines affecting the Panel arrangements. • Review client satisfaction • Consider changes of services that may impact on the SLA • Review government's requirements for legal services • Review of Service Providers' remedial action if applicable • Consider and recommend termination or suspension of Service Providers from the Panel • Consider changes to the Panel composition and size 	Half-yearly and as required.
<p>Executive Contract Manager, Panel Contract Manager and Relationship Manager</p> <ul style="list-style-type: none"> • Review of performance • Implement and report on any remedial action • Discuss any changes to improve the administration of the Panel arrangements 	As required

