

Annexure C 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 Department to the Service Providers.

Client Satisfaction Survey means a survey used by the 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.

Exemption Policy 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 Area of Law for which a Client proposes to engage them (as amended from time to time).

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.

Legal Services Panel Governance Committee means the Committee comprised of general counsel of Clients and Agency Contract Managers, appointed to set the strategic direction for the Panel arrangements and the provision of services under the Panel Contracts.

Panel Contract means an agreement between the Lead Department and a Service Provider with respect to the provision of services under the Panel arrangements, and includes this Agreement.

Service Providers means providers of legal services appointed by the State to one or more of the 14 Areas of Law which 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 and relevant business unit;
- (c) information on the Services that are to be, or have been, provided, including:
 - (i) the relevant Area of Law;

- (ii) a brief description of the matter;
- (d) cost information, including:
 - (i) solicitors' Rates or other fee arrangements;
 - (ii) Counsel's fees;
 - (iii) other disbursements;
 - (iv) GST; and
- (e) any other information required by the 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 this Agreement have the same meaning in this SLA.

2. Service Provider Performance Assessment

2.1 Minimum Service Standards

In providing Services pursuant to a Panel Contract, 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

The Service Provider must manage appropriate dispute resolution and litigation diligently and in accordance with the Model Litigant Guidelines. 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.

(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 regards 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 Agreement in respect of Estimates.

(g) 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.

(h) Reporting and managing matters

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

(i) Corporate Social Responsibility

The Service Provider must meet or exceed its required contractual commitments in respect of Pro Bono Services. The Service Provider must adhere to the Victorian Bar Equality of Opportunity Model Briefing Policy and apply innovation and resourcefulness to the promotion of diversity and the achievement of an effective work/life balance among its staff.

(j) 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 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	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 Contract:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Overall <ul style="list-style-type: none"> - Services provided represent value for money <input type="checkbox"/> Legal Expertise <ul style="list-style-type: none"> - Satisfaction with legal advice, as: relevant, accurate, succinct, lucid, practical and offering creative solutions where applicable. - Satisfaction with the capability and availability of Key Personnel - Preparation of documentation to high level of accuracy and in plain English - Supplier used appropriate dispute resolution / litigation strategies - Overall, service provided met Client needs <input type="checkbox"/> Customer Service 	<p>Client satisfaction with the Services will be measured by Client Satisfaction Surveys undertaken in respect of the Contract Year, and assessed annually.</p> <p>The results of the Client Satisfaction Surveys will be averaged across all criteria for KPI 1 to determine an overall average rating for the Service Provider for the Contract Year. The Service Provider must attain an overall rating average of 85% or better in relation to KPI 1.</p>

KPI No	KPI	Monitoring mechanism
	<ul style="list-style-type: none"> - Service Provider understands client needs - Estimates provided within 2 Business Days (or 5 Business Days, for complex matters) of Request for Services (unless otherwise agreed) - Effective management of timelines - Effective budget management - Service provision managed diligently - Proactive and effective communication with client 	
2	Professional capability	
2.1	<p>The Service Provider must ensure continuity and availability of the skills, experience and expertise of Key Personnel for provision of the Services, and retention of corporate knowledge acquired over the Term of the Panel Contract.</p>	<p>The Service Provider must provide an annual report listing all Key Personnel.</p> <p>All notifications of non-availability of Key Personnel and Replacement Personnel must be provided in accordance with the Panel Contract.</p> <p>All Assurance of Compliance Reports must be provided in accordance with the Panel Contract and all disclosures in those reports relating to non-availability of Key Personnel must be complete and accurate. No non-compliance in relation to non-availability of Key Personnel disclosed in those reports.</p>
2.2	<p>The Service Provider must provide Clients (via the Contract Manager) with examples of innovative practices that add value to the panel arrangement, including through the</p> <p>(i) identification of efficiencies in the provision of the Services;</p>	<p>Professional development and innovative practices report submitted by the Service Provider.</p>

KPI No	KPI	Monitoring mechanism
	<p>(ii) implementation of any applicable technological improvements; and</p> <p>(iii) utilisation of any applicable industry-wide productivity gains.</p>	
2.3	The Service Provider must provide Clients with the services it agreed to provide to pass on knowledge and experience to government staff.	Professional development and innovative practices report submitted by the Service Provider.
3	Managing Budget	
3.1	The Service Provider must actively manage and control costs in the provision of the Services, and except where permitted by the Panel Contract or where an Agency Contract Manager otherwise directs, must provide complete and accurate Estimates of Legal Services Fees for all Legal Services Contracts throughout the Term of the Panel Contract.	<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 70% of the Estimate. The Service Provider must also provide an estimate of the percentage completion that the matter has reached.</p> <p>All disclosures in all Assurance of Compliance Reports relating to Estimates must be complete and accurate. No material non-compliance in relation to Estimates disclosed in those reports.</p> <p>No complaints by Agency Contract Manager or other Client Personnel about the management of cost of Services provided by the Service Provider are upheld on investigation by the Contract Manager.</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, who will survey the level of satisfaction of Agency Personnel with the process and outcome. The Service Provider must attain a rating of 85% or better in relation to KPI 3.1.</p>

KPI No	KPI	Monitoring mechanism
4	Complying with specified policies	
4.1	The Service Provider must adhere to the Model Litigant Guidelines in the provision of the Services under all Legal Service Contracts throughout the Term of the Panel Contract.	<p>All Assurance of Compliance Reports must be provided in accordance with the Panel Contract and all disclosures relating to Model Litigant Guidelines must be complete and accurate. No non-compliance in relation to Model Litigant Guidelines disclosed in those reports.</p> <p>No complaints by Agency Contract Manager or others about any failure to comply with the Model Litigant Guidelines are upheld on investigation by the Contract Manager.</p> <p>Any complaints concerning the Service Provider's compliance with Model Litigant Guidelines resolved by the Agency Contract Manager will be reported by the Agency Contract Manager, who will survey the level of satisfaction of Agency Personnel with the process and outcome. The Service Provider must attain an overall rating of 85% or better in relation to KPI 4.1.</p>
4.2	The Service Provider must disclose and avoid or mitigate any Conflict of Interest , or Probity Events, and disclose any Incidents , throughout the Term of the Panel Contract.	All Assurance of Compliance Reports must be provided in accordance with the Panel Contract and all disclosures in those reports relating to any Conflict of Interest, Incidents or Probity Events must be complete and accurate. No non-compliance in relation to any Conflict of Interest, Incidents or Probity Events disclosed in those reports.

2.3 Performance Assessment

- (a) The Service Provider's performance will be assessed in respect of each Contract Year against all KPIs (**Annual Assessment**). As part of the Annual Assessment, a performance report will be prepared and provided to the Service Provider reporting on:
 - (i) the outcome of Client Satisfaction Surveys;
 - (ii) achievement of KPIs;
 - (iii) compliance with reporting requirements of the Panel Contract (including this SLA);
 - (iv) the outcome of any audit conducted in relation to the Service Provider in respect of the relevant Contract Year; and
 - (v) compliance with policies including Pro Bono Guidelines, Victoria Bar Equality of Opportunity Model Briefing Policy and other policies under the Panel Contract.
- (b) The Annual Assessment will be undertaken by the Contract Manager and Agency Contract Managers.
- (c) The State may remove or suspend the Service Provider from provision of Services in any Categories or Areas of Law for consistent failure to achieve any of the Minimum Service Standards or the KPIs, in accordance with the terms of the relevant Panel Contract.

2.4 Client Satisfaction Survey

Client Satisfaction Surveys will be undertaken 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 Contract Manager with input from Agency Contract Managers. 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 applied to measure the Service Provider's compliance with the KPIs.

2.5 Audit Review

- (a) Without limitation to any other provision of the Panel Contract, 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:
 - (A) at the request of the Agency Contract Manager; or

(B) at the request of the Executive Contract Manager.

- (b) The provisions of clause 18.2 of the Panel Contract 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 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 Contract, in accordance with clause 13 of the Panel Contract.
- (c) Where the Term of a Panel Contract or the term of any Legal Services Contract under that Panel Contract 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.

	Reports to be provided by Service Providers	To
3.1.1	<p>Transactional Data (Costs and Invoices)</p> <p>Service Providers must provide a report containing Transactional Data for each Legal Service Contract and for Existing Matters to be provided:</p> <p><input type="checkbox"/> when the Service Provider is engaged on a new matter; and</p> <p><input type="checkbox"/> monthly,</p> <p>or as otherwise required by the Panel Contract or Contract Manager.</p>	<p>Contract Manager (Using Electronic Support System)</p>
3.1.2	<p>Service Providers must provide a report listing all Key Personnel, to be provided annually, by 30 September throughout the Term.</p> <p>Key Personnel changes should also be notified to the Contract Manager as they arise.</p>	<p>Contract Manager (Using template provided by Contract Manager)</p>
3.1.3	<p>Service Providers must provide a report on the Pro Bono Services provided in accordance with the Panel Contract in each Contract Year and any financial year following the final Contract Year including:</p> <p><input type="checkbox"/> the number of matters on which the Service Provider provided Pro Bono Services</p> <p><input type="checkbox"/> dates on which the Pro Bono Services were provided</p>	<p>Contract Manager (Using template provided by Contract Manager)</p>

	Reports to be provided by Service Providers	To
	<ul style="list-style-type: none"> <input type="checkbox"/> Approved Cause for which each of the Pro Bono Services were provided <input type="checkbox"/> name and level of each of the Service Provider's Personnel who provided the Pro Bono Services <input type="checkbox"/> the value of the Pro Bono Services provided. <input type="checkbox"/> where applicable, the number of hours of pro bono legal services (including the Pro Bono Services) undertaken anywhere in Australia by any of the Personnel or sub-contractors of the Service Provider who are lawyers who hold a practising certificate issued under the <i>Legal Profession Act 2004 (Vic)</i> (Victorian lawyers), expressed as the average number of hours of such pro bono legal services undertaken per Victorian lawyer. <p>The report is to be completed by 31 December following the end of each financial year.</p>	
3.1.4	<p>Service Providers must provide a report on compliance with the Panel Contract requirements in relation to conflict of interest, Incidents, Probity Events, non-availability of Key Personnel advice, model litigant and budget monitoring guidelines, to be provided quarterly within 14 days of the end of each calendar quarter throughout the Term.</p>	<p>Contract Manager</p> <p>By completing the Assurance of Compliance Report and Electronic Support System</p>
3.1.5	<p>Service Providers must provide a report on professional development and innovative practices to be provided annually, by 30 September throughout the Term. The report must include:</p> <p>Professional development</p> <ul style="list-style-type: none"> <input type="checkbox"/> the number of secondments arranged with Clients; <input type="checkbox"/> the number and nature of value adding professional development events hosted by the Service Provider for the Clients' benefit; <input type="checkbox"/> other actions taken to pass on knowledge and experience to Clients; <input type="checkbox"/> other activities, services and initiatives to build relevant professional expertise in Service Provider staff <p>Innovative practices</p> <ul style="list-style-type: none"> <input type="checkbox"/> a description of efficiencies achieved in the provision of the Services <input type="checkbox"/> a description of any relevant technological improvements; <input type="checkbox"/> a description of any industry-wide productivity 	<p>Contract Manager</p> <p>(Using template provided by Contract Manager)</p>

	Reports to be provided by Service Providers	To
	gains.	
3.1.6	<p>Service Providers must provide a report on barrister briefing practices to be provided annually, by 30 September throughout the Term and following the final Contract Year.</p> <p>The report must include the number of barristers briefed and the amount of their fees by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Gender <input type="checkbox"/> Level of barrister (junior or QC/SC) <input type="checkbox"/> Jurisdiction <input type="checkbox"/> Advice or litigation <input type="checkbox"/> Area of Law involved <p>The report should also demonstrate whether the Service Provider's barrister briefing practice has matched or exceeded the Victorian Bar Equality of Opportunity Model Briefing Policy, or provide reasons for it not having done so.</p>	<p>Contract Manager (Using template provided by Contract Manager)</p>
3.1.7	<p>Service Providers must provide a report on corporate social responsibility to be provided annually, by 30 September throughout the Term and following the final Contract Year.</p> <p>The report must include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a record of the Service Provider's diversity policies and practices, including those promoting gender equality and staff work/life balance <input type="checkbox"/> examples of how the diversity policy has been implemented in the recruitment, promotion and retention of staff. <input type="checkbox"/> the total number of male and female lawyers <input type="checkbox"/> the number and level of men and women lawyers who work (a) full time, (b) part time (defined as working less than 5 days a week or less than 40 hours a week), and (c) in flexible work place / hours arrangements (defined as permanent arrangements for personnel to work from locations other than the traditional office, or at hours other than Mon-Fri 8.30am-6.30pm). <input type="checkbox"/> the number and level of men and women lawyers who work (a) full time, (b) part time and (c) in flexible location / hours arrangements who were promoted during the year 	<p>Contract Manager (Using template provided by Contract Manager)</p>
3.1.8	<p>Service Providers must report on alternative billing arrangements, to be provided annually, by 30 September throughout the Term and following the final Contract Year. The alternative billing arrangements report must detail any alternative billing arrangements (i.e. billing arrangements that</p>	<p>Contract Manager (Using template provided by Contract Manager)</p>

	Reports to be provided by Service Providers	To
	are not on the basis of the Rates) that have been entered into with Clients during the relevant year.	

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 reports to be provided to Service Providers. The reports described in 3.2.1 and 3.2.2 apply to the Panel and not to individual Service Providers.

	Reports to be provided to Service Providers	By
3.2.1	<p>Annual reports of the total Legal Services Fees and Counsel's fees paid in respect of Legal Services Contracts under the Panel Contract by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Agency <input type="checkbox"/> Area of Law <input type="checkbox"/> Counsel fees <input type="checkbox"/> Disbursements <input type="checkbox"/> Out of pocket expenses <input type="checkbox"/> GST and <input type="checkbox"/> Total legal costs <p>This report is to be provided by 31 August in each Contract Year and by 31 August in the year following the final Contract Year (except that where a Panel Contract is terminated by the Lead Department under clause 24.1 of the Panel Contract, the Contract Manager will have no obligation to provide further reports specified in this item 3.2.1 to the Service Provider under that Panel Contract).</p>	<p>Contract Manager</p> <p>By email</p>
3.2.2	<p>Annual reports of the Service Providers' Pro Bono Amount to be provided by 31 August in each Contract Year.</p>	<p>Contract Manager</p>
3.2.3	<p>Annual performance review report which may include:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Client Satisfaction Survey results <input type="checkbox"/> Assessment against each of the KPIs <input type="checkbox"/> Audit findings <input type="checkbox"/> Complaints findings <input type="checkbox"/> Disclosure of any conflict of interest, Incidents and Probity Events <p>This report is to be provided within 90 days of the end of each Contract Year (except that where the Panel Contract is</p>	<p>Contract Manager</p> <p>Through the feedback mechanism of the Client Satisfaction Survey</p>

	<p>terminated by the Lead Department under clause 24.1 of the Panel Contract, the Contract Manager will have no obligation to provide further reports specified in this item 3.2.3 to the Service Provider under that Panel Contract).</p>	
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3.3 Variations to the SLA

The following procedures apply regarding variations to the SLA:

- (a) The 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 Legal Services Panel Governance Committee (**LSPGC**) 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 LSPGC and the relevant Service Providers agree to the proposed amendment, then the Executive Contract Manager or the Contract Manager will notify relevant Service Providers of the amendment and the terms of the SLA in the relevant Panel Contracts 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 in this Agreement which is not to be made to all relevant Panel Contracts, 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 Department Department of Justice and Regulation	Responsible for the development, establishment and overall management of the Panel arrangements. Appoints the Contract Manager.
Executive Contract Manager	Overall oversight and responsibility for the Panel Contract, including: <ul style="list-style-type: none"> <input type="checkbox"/> make decisions on exemption requests referred to him or her under the Exemption Policy <input type="checkbox"/> determine variations and changes to Minimum Service Standards and KPIs (note any proposed changes to the terms and conditions of this Agreement or any other Panel Contract will be referred to the Legal Services Panel Governance Committee); <input type="checkbox"/> exercise statutory and regulatory decision making; <input type="checkbox"/> exercise the option for extension or termination of this Agreement or any other Panel Contract; <input type="checkbox"/> 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 Contracts; and <input type="checkbox"/> determine whether to suspend or terminate a Service Provider's membership on the Panel.
Contract Manager	Oversight and responsibility for overall category (Area) and contract management of the Panel arrangements including: <ul style="list-style-type: none"> <input type="checkbox"/> develop and implement a category management plan including communication strategy, transition, value for money and identify continuous improvement opportunities; <input type="checkbox"/> oversee maintenance of the technological systems supporting the panel through data collection and analysis; <input type="checkbox"/> monitor client satisfaction with Service Providers; <input type="checkbox"/> monitor overall performance of Service Providers including audit and quality assurance processes and determination as to the composition of the Panel; <input type="checkbox"/> review of performance of Service Providers against Minimum Service Standards and KPIs; <input type="checkbox"/> create protocols and procedures for the Panel; <input type="checkbox"/> manage and report on exemption requests by Clients; <input type="checkbox"/> manage and report on conflict of interest notifications and coordinate decisions made by Agency Contract Managers in

Entity	Responsibilities
	<p>response to such notifications</p> <ul style="list-style-type: none"> <input type="checkbox"/> benchmark performance and service delivery arrangements between Service Providers and the State; <input type="checkbox"/> determine whether a proposed pro bono activity meets the definition of “Approved Cause” under the Panel Contract; <input type="checkbox"/> monitor and report on Service Providers’ compliance with pro bono, model litigant and other policies, guidelines and work practices; <input type="checkbox"/> monitor and report on Service Providers’ internal initiatives to promote diversity and work/life balance; and <input type="checkbox"/> approve any application by an Agency to be added as a Client.
Legal Services Panel Governance Committee (LSPGC)	<p>The LSPGC is responsible for:</p> <ul style="list-style-type: none"> <input type="checkbox"/> periodic review of the outcomes from the Panel Contracts from a whole of Government perspective; <input type="checkbox"/> provision of policy and guidance on the legal requirements of Clients; and <input type="checkbox"/> creation or variation of transaction (procurement) business rules.
Agency Contract Manager	<p>Each Agency Contract Manager is to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> obtain regular reports as to legal services acquired by the Agency; <input type="checkbox"/> be the main point of contact with the Contract Manager and a conduit for communications to their Agency; <input type="checkbox"/> communicate operating arrangements for the Panel to contact users within their Agency; <input type="checkbox"/> implement and support value for money and continuous improvement initiatives; <input type="checkbox"/> assist Agency Personnel in framing requests for the provision of Services from Service Providers; <input type="checkbox"/> identify operational legal issues and develop strategies, policies and interventions to address these issues; <input type="checkbox"/> advise Agency Personnel of the most appropriate Service Providers to provide the Services required; <input type="checkbox"/> coordinate the completion of Client Satisfaction Surveys across the Agency, thereby providing timely and regular review of Service Providers’ performance against the SLA <input type="checkbox"/> provide reports and survey results on the resolution of any complaints resolved by the Agency Contract Manager on the management of costs; and <input type="checkbox"/> provide reports and survey results on the resolution of any

Entity	Responsibilities
	complaints regarding the Model Litigant Guidelines.
Service Provider	Compliance with provisions of this Agreement including the SLA.
Client Agencies	<p>The role of Agencies requiring services under this Agreement is to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> ensure compliance with their obligations under the Panel Contract <input type="checkbox"/> appoint an Agency Contract Manager to manage the Agency's rights and obligations under this Agreement and be a conduit of information back to Agency Personnel; <input type="checkbox"/> support the Agency Contract Manager in the conduct of his or her roles and responsibilities; and <input type="checkbox"/> establish and maintain the necessary records systems to support the obligations of the State and the Agency under this Agreement and provide access to any records required by the Contract Manager.

4.2 Governance and Performance Management Meetings

Meeting	Frequency
<p>Legal Services Panel Governance Committee (LSPGC)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Discuss contractual management issues, Service Providers' performance, Panel effectiveness, improvements to the Panel administration and develop and review policies and guidelines affecting the Panel arrangements. <input type="checkbox"/> Review client satisfaction <input type="checkbox"/> Consider changes of services that may impact on the SLA <input type="checkbox"/> Review government's requirements for legal services <input type="checkbox"/> Review of Service Providers' remedial action if applicable <input type="checkbox"/> Consider and recommend termination or suspension of Service Providers from the Panel 	Half-yearly
<p>Contract Manager and Agency Contract Managers' assessment of Service Providers' performance</p> <ul style="list-style-type: none"> <input type="checkbox"/> Performance assessment reports based on responses to Client Satisfaction Survey. 	Annual
<p>Review of composition of Panel by Contract Manager and Agency Contract Managers</p> <ul style="list-style-type: none"> <input type="checkbox"/> Performance reports against KPIs 	Annual

Meeting	Frequency
<ul style="list-style-type: none"> <input type="checkbox"/> Consider, recommend and agree changes to composition of Panel. <input type="checkbox"/> Meet with Service Providers on a six-monthly basis in a forum to discuss service needs and requirements and to exchange information about innovative pricing and services Service Providers are able to offer. <p><i>The Executive Contract Manager will, if required, determine changes to the Panel composition and size.</i></p>	
<p>Contract Manager and Relationship Manager</p> <ul style="list-style-type: none"> <input type="checkbox"/> Annual review of performance <input type="checkbox"/> Put in place and report on any remedial action <input type="checkbox"/> Discuss any changes to improve the administration of the Panel arrangements 	Annual and as required

