

SCHEDULE 33

Best Value

1. Authority's Best Value Duty

- 1.1 The Service Provider acknowledges that:
 - 1.1.1 the Authority is subject to the Best Value Duty;
 - 1.1.2 the provisions of this Schedule 33 (*Best Value*) are intended to assist the Authority in discharging its Best Value Duty in relation to the Services; and
 - 1.1.3 the provisions of this Schedule 33 (*Best Value*) shall apply in respect of the obligations of the Service Provider and the Authority concerning the Best Value Duty and the 1999 Act generally.
- 1.2 The Service Provider shall, throughout the Term, in fulfilling its obligations in this Contract, make arrangements to secure continuous improvement in the way in which the Services are provided, having regard to a combination of economy, efficiency and effectiveness.
- 1.3 The Service Provider shall undertake or refrain from undertaking such actions as the Authority shall request (acting reasonably) to enable the Authority to comply with Part 1 of the 1999 Act, including:
 - 1.3.1 complying with requests for information, data or other assistance made by the Authority in pursuance of its Best Value Duty including to:
 - 1.3.1.1 facilitate any inspection or audit undertaken by any Relevant Authority in connection with the Best Value Duty in respect of the Services, including any inspection undertaken with a view to verifying the Authority's compliance with its Best Value Duty pursuant to Sections 10 and 11 of the 1999 Act;
 - 1.3.1.2 facilitate the Authority preparing any statement, in response to an Authority's auditor's request or report;
 - 1.3.1.3 assist the Authority in relation to any action taken by the Secretary of State;

- 1.3.1.4 enable the Authority to comply with any direction given by any Relevant Authority; and
 - 1.3.1.5 enable the Authority to report on the National Indicators and any Local Performance Indicators of which the Authority has notified the Service Provider.
- 1.4 The Service Provider shall comply with all requests by the Authority to procure the attendance of specific officers or employees of the Service Provider or any Sub-contractor (or any of its or their sub-contractors) at any meetings of the Authority at which the Services are to be discussed (but not, otherwise in exceptional circumstances, more than twelve (12) in any one (1) Contract Year), in addition to any other meetings which are held pursuant to other requirements contained within this Contract.
- 1.5 The Service Provider shall permit the Audit Commission or other Relevant Authority empowered to inspect the Authority's compliance as to Part 1 of the 1999 Act, in connection with the exercise of its statutory powers and duties, at all reasonable times and upon reasonable notice, access to:
 - 1.5.1 the Work Sites;
 - 1.5.2 any document or data relating to the Services; and
 - 1.5.3 any Service Provider Party.

2. Customer Satisfaction Survey

- 2.1 The Service Provider shall, on each Customer Satisfaction Survey Date undertake (or procure the undertaking of) a Customer Satisfaction Survey the purpose of which shall include:
 - 2.1.1 assessing the level of satisfaction among members of the public (to be chosen via a method agreed with the Authority) with the Services (including the way in which the Services are provided, performed and delivered) and, in particular, with the quality, efficiency and effectiveness of the Services;
 - 2.1.2 assisting in the preparation of the Service Provider's Annual Service Report and Annual Service Plan; and
 - 2.1.3 monitoring the compliance by the Service Provider with the Output Specification.

- 2.2 The Customer Satisfaction Survey shall be undertaken by means of distributing to members of the public within ten (10) Business Days of each Customer Satisfaction Survey Date a questionnaire (or such other survey method as is agreed between the Parties) in a form and with such content to be agreed with the Authority (acting reasonably) as to the following:
- 2.2.1 the form of such survey method;
 - 2.2.2 the content of the survey method, including the number and wording of any questions asked and the form of any multi-choice answer options;
 - 2.2.3 the number to be distributed;
 - 2.2.4 the method of distribution; and
 - 2.2.5 the means of response by members of the public
- 2.3 The content of the questionnaire referred to in Paragraph 2.2 (or other material to be used for any other survey method as is agreed pursuant to Paragraph 2.2) and the method of undertaking the Customer Satisfaction Survey shall comply with all applicable Legislation and Guidance.
- 2.4 The Authority shall provide reasonable assistance and information (subject to compliance with all Legislation) to the Service Provider to enable the Service Provider to undertake the Customer Satisfaction Survey.
- 2.5 Within forty (40) Business Days of each Customer Satisfaction Survey Date, the Service Provider shall prepare a summary of the results of the Customer Satisfaction Survey in such form as the Authority shall require and promptly upon a written request from the Authority provide such further details (including copies of all returned questionnaires and/or any other survey material used by the Service Provider) as the Authority shall require.
- 2.6 Notwithstanding the above obligations, the Service Provider shall use all reasonable endeavours, to assist the Authority in discharging its statutory duty under section 3A of the 1999 Act to involve local persons in the exercise of its functions as a Best Value Authority.

3. Annual Service Report and Annual Service Plan

- 3.1 Without prejudice to any other provision in this Contract the Service Provider shall, on the date specified in Performance Requirement 1.28 of the Output Specification, provide to the

Authority an Annual Service Report in accordance with the requirements of the Output Specification.

- 3.2 The Service Provider shall upon a written request from the Authority promptly provide such written evidence or other supporting information as the Authority may reasonably require in order to verify to the Authority's satisfaction (acting reasonably) the information and other material contained in the Annual Service Report.
- 3.3 If, in the Authority's reasonable opinion, the provision, performance or delivery of the Services (or any part) may be more effective, efficient and economic having regard to the Annual Service Report and the Best Value Duty, then the Authority may serve a written notice upon the Service Provider (a "**Best Value Notice**") stating the nature and timing of the changes to the provision, performance or delivery of the Services (or the relevant part) which the Authority desires.
- 3.4 The Service Provider shall, within fifteen (15) Business Days of the date of receipt of the Best Value Notice, provide the Authority at its own cost with a written statement ("**Annual Service Plan**") containing the Service Provider's Proposals to achieve the change to the Services (or the relevant part) in accordance with the Best Value Notice.
- 3.5 As soon as practicable after the Authority receives the Annual Service Plan, the Parties shall discuss and seek to agree the issues set out in the Annual Service Plan. In such discussions the Authority may modify the Best Value Notice, in which case the Service Provider shall, as soon as practicable, and in any event not more than fifteen (15) Business Days after the receipt of such modification, notify the Authority of any consequential changes to the Annual Service Plan.
- 3.6 If the Parties cannot agree on the contents of the Annual Service Plan then the matter will be determined in accordance with the Dispute Resolution Procedure.
- 3.7 As soon as practicable after the content of the Annual Service Plan has been agreed or otherwise determined pursuant to the Dispute Resolution Procedure the Authority shall:
 - 3.7.1 confirm in writing the Annual Service Plan; or
 - 3.7.2 withdraw the Best Value Notice,

provided that the Authority may (at its discretion) choose to confirm part only of the Annual Service Plan to be implemented and to withdraw the Best Value Notice in respect of the other aspects of the Annual Service Plan.

3.8 If the Authority either withdraws the Best Value Notice or does not confirm the Annual Service Plan within thirty (30) Business Days of the Annual Service Plan having been agreed or otherwise determined pursuant to the Dispute Resolution Procedure then the Annual Service Plan and the Best Value Notice be deemed to have been withdrawn.

3.9 If the Authority confirms the Best Value Notice (or any part thereof pursuant to Paragraph 3.7) the Authority may issue an Authority Change Notice (which shall include the information set out in the Best Value Notice) in accordance with Schedule 18 (*Change Protocol*) in relation to any changes resulting, provided that where any changes arising only result in changes to the Method Statements, Clause 51 (*Amendments to the Method Statements*) shall apply.

4. Performance Requirement Benchmarking

4.1 Not less than three (3) months before each Annual Service Report is due under the provisions of the Output Specification the Authority may (at its discretion) notify the Service Provider that it is instigating a Performance Requirement Benchmarking Exercise in relation to the relevant Performance Requirements, and thereafter the Service Provider shall assist the Authority in the Performance Requirement Benchmarking Exercise and the following provisions of this Paragraph 4 shall apply.

4.2 The Parties agree that any Performance Requirement Benchmarking Exercise shall be carried out in good faith and each Party shall act reasonably in relation to any such Performance Requirement Benchmarking Exercise.

4.3 If, in the Authority's reasonable opinion, the results of the Performance Requirement Benchmarking Exercise disclose that any relevant Performance Requirement may be improved having regard to the Best Value Duty then the Authority may serve a Best Value Notice upon the Service Provider stating the nature of the change to the provision of the Performance Requirement (or the relevant part) which the Authority desires.

4.4 The Service Provider shall, within twenty (20) Business Days of the date of receipt of a Best Value Notice, provide the Authority with a written statement (the "**Performance Requirement Quality Plan**") containing the Service Provider's proposals to achieve the

change to the Services (or the relevant part) including such (if any) adjustments to the Output Specification as may be requisite in accordance with the Best Value Notice.

4.5 As soon as practicable after the Authority receives the Performance Requirement Quality Plan the Parties shall meet to discuss and endeavour (each Party acting reasonably) to agree the issues set out in the Performance Requirement Quality Plan. In such discussions the Authority may modify the Best Value Notice, in which case the Service Provider shall, as soon as practicable, and in any event not more than ten (10) Business Days after the receipt of such modification, notify the Authority of any consequential changes to the Performance Requirement Quality Plan.

4.6 If the Parties cannot agree on the contents of the Performance Requirement Quality Plan (in whole or in part) then the matter will be determined in accordance with the Dispute Resolution Procedure.

4.7 As soon as practicable after the content of the whole of the Performance Requirement Quality Plan has been agreed or determined pursuant to Paragraph 4.5 or 4.6 the Authority shall:

4.7.1 confirm in writing the Performance Requirement Quality Plan; or

4.7.2 withdraw the Best Value Notice,

provided that the Authority may (at its discretion) choose to confirm part only of the Performance Requirement Quality Plan to be implemented and to withdraw the Best Value Notice in respect of the other aspects of the Performance Requirement Quality Plan.

4.8 If the Authority does not confirm the Performance Requirement Quality Plan within one (1) Month of the Performance Requirement Quality Plan having been agreed or determined pursuant to Paragraph 4.5 or 4.6 then the Best Value Notice and the Performance Requirement Quality Plan shall be deemed to have been withdrawn.

4.9 If the Authority confirms the Performance Requirement Quality Plan (or any part thereof pursuant to Paragraph 4.7) the Authority may issue an Authority Change Notice (which shall contain the information set out in the Best Value Service Change Notice) in accordance with Schedule 18 (*Change Protocol*) provided that where any changes arising only result in changes to the Method Statements, Clause 51 (*Amendments to the Method Statements*) shall apply.