


29 OCT 1999

Electronic *memo*

To Jeff.Triggs [redacted] GRO, John G
Cook/POCL/POSTOFFICE@POSTOFFICE

cc
Hard Copy To
Hard Copy cc
From Keith K Baines/POCL/POSTOFFICE
Date 29/10/99 12:35

Subject Fwd: AI408 - Conformance to help desk scripts 

Jeff,
We discussed by phone. Copy for your information, and for any comments/advice you may have on how we take this forward.
Keith

John,
To see for info. on your return from leave, and to consider options for changes to the contract if that is the business decision.
Keith

To Ruth Holleran/POCL/POSTOFFICE@POSTOFFICE
cc Adele Henderson/POCL/POSTOFFICE@POSTOFFICE
Hard Copy To
Hard Copy cc
From Keith K Baines/POCL/POSTOFFICE
Date 29/10/99 12:32

Subject AI408 - Conformance to help desk scripts

Ruth,

You asked for guidance on the contractual position on the Help Desk Service Target for conformance to scripts.

As we discussed, the interpretation of the contract is less clear on this than for the other new help desk service levels. This is because the threshold to be met for the 24 November is based on achieving service levels on 4 weeks out of a 6 week period, but the method of measurement of this service level is by periodic reviews.

Specifically, the criteria to be met by 24 November are set out in Part C of Schedule 4 of the Second Supplementary Agreement. These criteria all relate to service targets each of which has to be met in at least 4 of the 6 weeks between 4/10/99 and 14/11/99. The list of these service targets includes a reference to those in paragraph 4 of Schedule 5.

That paragraph 4 lists 3 new service levels to be added to Schedule G10 of the contract. The first 2 of these, at 4.3.2.7 and 4.3.2.8 are straightforward, as they are service levels capable of

continuous measurement by Pathway in the same way as existing Help Desk service levels. The third new service level, at 4.3.2.9, is the one that causes the problem. The service level is that "Approved call scripts shall be correctly followed by Help Desk staff in 95% of all calls" and the method of measurement is "as measured by reviews of call records carried out from time to time by POCL".

There are 3 problems with the current position which may result in failure to agree the status of this criterion for the 24 November:

1. This service level - unlike those at 4.3.2.7 and 4.3.2.8 - does not appear to relate solely to cash account domain calls, but to all help desk calls. This means that the reviews carried out by POCL to date would not appear to be adequate to establish whether or not the service level is being met, since the percentage would be measured against all calls, not just those to the cash account domain, and my understanding is that the call monitoring has only covered the latter. This problem, however, is essentially one of drafting, and I believe that the clear intention agreed in negotiations was that only Cash Account domain calls were covered. In line with other such cases, I would expect Pathway to agree to it being clarified accordingly. In this context it is helpful that section 5.2.4.2 of the AI408 Resolution Plan indicates that the measure is intended to be specific to the Cash Account domain.
2. The service level refers to measurement by POCL reviews of call records, not to measurement by POCL monitoring of calls. I understand that this is not what has been done, and that the reviews carried out to date have been by POCL listening to live help desk calls. In this case, my recollection of discussions during the Acceptance process is that the contract text does accurately and fully reflect what was agreed. Thus Pathway could validly argue that the monitoring of calls by POCL is not the contracted measure and therefore can not be used in showing whether or not the service level has been met. This will need to be considered in the light of any discussions between the relevant POCL and Pathway staff that resulted in the reviews being carried out in a different way to that defined in the contract. However, I would expect Pathway's commercial management to take a hard line on this, and they will not easily accept results of reviews that are to their detriment if these have been obtained other than as defined in the contract.
3. The target for 24 November is based on weekly performance being met in 4 out of 6 weeks. For this particular service level, this can only be measured in those weeks where POCL reviews performance. If the review is by analysis of Pathway call records, as defined in the contract, then this can still be done for all six relevant weeks, constrained only by availability of resources to undertake the review. (I assume Pathway will have retained the relevant records.) If reviews require live monitoring of calls, then clearly they can only be done "live". My understanding is that to date two reviews have been undertaken, and in POCL's view both showed performance well below the required level of conformance, but that Pathway only agree with this in one of the two cases. Three reviews - relating to different weeks in the 6 week period - where failure was agreed would be necessary and sufficient to demonstrate that the criterion had not been met - since that would only leave 3 weeks as potential "successes".

In order to take this forwards I need to understand why the reviews to date have not been based on reviews of call records as defined in the contract; how the decision to diverge from the contracted process was made; whether and how the change was agreed with ICL Pathway; and where such agreement is recorded. If there are valid reasons for the change, then we will need contractual discussions with Pathway to agree how to implement the change properly, which is likely to mean a change from the 4 in 6 type of target. We will need to discuss in advance of such negotiations what alternative approaches POCL would consider to be appropriate. If the change has not been agreed with Pathway, then we would have to start by trying to negotiate the change from scratch - likely to be very difficult in the timescales available - and unless there are compelling operational reasons to do otherwise, I would in that case advise reverting to the process defined in the contract.

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