

# PHC Service – Performance Improvement

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This Service Description forms the basis of a proposition to provide a Performance Improvement service to projects and businesses. It is intended for inclusion as an annex to a service agreement that binds three parties into a commercial relationship.

## Party 1 - The Project Owner

The Project Owner is the business entity that receives the Performance Improvement service for weekly payment through a prepaid call-off contract with the Local Representative.

Company: **[\*\*\* The Client Company \*\*\*]** \_\_\_\_\_

## Party 2 - The Local Representative

The Local Representative is the business entity that provides the Performance Improvement service in collaboration with the PHC Owner.

Company: Order Efficiency Ltd.

## **The Service – Performance Improvement**

The term 'performance improvement' is wide ranging and general. The Project Health Control methodology applied to the business unit (or project, or business process), will ensure some level of performance improvement immediately by simple clarification of Concerns and Deliverables. Specific services offered within the service that can be taken up at any time during the service deployment are:

**(A) Independent Project Review** service that includes all necessary steps involved in the production of a review report on the project's with action plan to move from current to ideal performance. <http://www.order-efficiency.com/PHC/IPR>

**(B) Schedule Risk Analysis** service that includes all necessary steps involved in the production of a review report on the project's with action plan to move from current to ideal performance. <http://www.order-efficiency.com/PHC/SRA>

The primary deliverable of these specific services is a comprehensive report that highlights activities in the project that need focused attention from the project team and associated action plans.

**(C) Training Needs Analysis** service that is provided initially as a gap analysis and continually as a consultancy service to assist in implementing and monitoring the deployment of training among Project Owner's staff.

## **Contract Value and Duration**

Work is done by PHC Consortium members ratified by the Project Owner, under the administration of The Local Representative on a time reimbursable basis against an agreed Value Ceiling that is set by The Project Owner and reviewed throughout the duration of the contract.

For party 1 \_\_\_\_\_

For party 2 \_\_\_\_\_

The Project Owner can discontinue the service with 7 days notice by using the next forecast to agree work to completion.

The Project Owner can suspend the service during periods of Project inactivity by using the next forecast to agree either (1) work to minimal (maintenance) levels or (2) work to completion to a suspended state for reactivation at a later date by The Project Owner's specific request.

## Invoicing for Services

The Local Representative invoices weekly on 7 day terms. Invoices are pre-approved by The Project Owner on a weekly basis. Invoicing will be in local currency at the prevailing rate based on the USD prices listed in this proposal and are to be paid via telegraphic bank transfer.

The weekly invoice specifies cost of (1) Manpower, (2) Licences and (3) Reimbursable Expenses, and service description.

### (1) Manpower Services

Cost for Manpower service is determined according to hours forecast by The PHC Owner and approved by The Project Owner.

A list of personnel authorised to spend time on the project is generated in the first weekly forecast and any changes to the list are communicated to The Project Owner in subsequent forecasts. The title and standard hourly rate for each category of PHC personnel is set out in the table below.

Personnel Category	Hourly Rate (at project office/site)	Hourly Rate(remote service)
PHC Senior Consultant	\$75	\$55
PHC Junior Consultant	\$50	\$40
PHC Administrator	\$35	\$25

Personnel charge out rates are reviewed annually on 31st July.

The application and movement of assigned staff, including forecast hours for project office / site and for staff providing service remotely is at the suggestion of the Local Representative and subject to approval by The Project Owner. Actual hours worked will fluctuate depending on the day to day Project needs. Variance between forecasted and actual hours will be fully justified and agreed with The Project Owner before invoice payment.

## (2) Licensing Charges

Access to the PHC Action Tracking System (ATS) is offered on a sliding scale per-person licensing basis. Amounts are per week, per licence:

Charge Band	Band Definition	Per License
Band 1	First 10 Licences	\$50
Band 2	Licences 11 to 50	\$40
Band 3	Licenses 51 to 100	\$25
Band 4	Licenses 101 to 400	\$15
Band 5	Licenses 401 and above	\$5

### Project Owner's Commitment

For those working away from home base, on Project Owner's premises, to provide transportation, accommodation and daily subsistence, and a suitable office and supplies for an PHC base within The Project Owner's premises.

To allow to The PHC Owner and The Local Representative staff, access to project commercial and technical information.

To sign a non disclosure agreement (NDA) in respect of The PHC Owner's intellectual property.

### Local Representative's Commitment

To provide services to the best of The Local Representative's professional ability, with overriding objective to enhance 'performance' across all business processes.

To adhere to the terms of any confidentiality agreement required by The Project Owner.

To provide a Consultancy service via PHC Consortium members on a time reimbursable basis.

To ensure that payments are distributed to all parties within the multi-party MOU.

The tooling used to manipulate and enhance the Project's status data will be made available to The project Owner's staff at OE management discretion and in the interests of the Project.

The tooling will remain the property of The PHC Owner at all times but the data within remains the property of The Project Owner.

On completion or termination all data shall be returned to The Project Owner in electronic format and deleted from The PHC Owner's systems in accordance with the 1998 UK Data Protection Act.

## Commencement

We ask that this commercial description of the PHC 'Performance Improvement' service be referenced as a scope annex in a standard renewable call off service agreement, which we look forward to receiving in due course to enable work to proceed.

### For Party 1 - The Project Owner

Name/Position:

Signature:

Date: 06 November 2020

### For Party . - The Local Representative

Name/Position: David Winter

Signature: *David Winter*

Date: 06 November 2020