

Annex 5 - Key Performance Indicators

For the purposes of this Annex:

“KPI Default” means, in relation to any part of your performance under this Contract measured by a KPI, any failure by you to achieve the level of performance for the KPI specified in the table below measured over any KPI Period.

“KPI Period” means, in respect of any KPI (with the exception of KPI 6, 7a, 7b,7c and 8), a calendar month provided that the first KPI Period shall commence on the Service Commencement Date and end on the last day of the calendar month in which the Service Commencement Date falls. For the purposes of KPI 6, 7a, 7b and 7c the KPI Period means each three month period, with the first KPI period including the calendar month in which the Service Commencement Date falls together with the following two calendar months. For KPI 8 the KPI Period means each six month period, with the first KPI period including the calendar month in which the Service Commencement Date falls together with the following five calendar months

“Urgent” means a matter which may require immediate action or attention, based on the available information, because either:

- (a) there is, or could be, a risk to the life, liberty or physical safety of the client or their family; or
- (b) there is, or could be, a risk that the client could lose their home or become homeless; or
- (c) any potential delay could adversely impact the client by causing unreasonable hardship to the client or irretrievable problems in the handling of the case, because, for example, there are impending court proceedings or time limitations.

1. Each of the KPIs will apply from the Service Commencement Date. You shall provide Contract Work in accordance with the KPIs.
2. Notwithstanding any provision of this Contract and in particular this Annex and without prejudice to any other rights we may have, if at any time you anticipate, or you are, failing to meet any KPIs we may at our sole discretion consider a request from you to reduce your allocation of Cases.

KPI	Description	Consequence of failure
1. Calls answered (both Front door Calls (from the Operator Service) and Backdoor Calls (from Clients)	All calls referred to you from the Operator Service or received from Clients or Exempted Persons via the Backdoor Telephone Number must be answered by an Adviser in person (and not by automated message) within 30 seconds.	If less than 95% of all calls received during any KPI Period are answered by an Adviser in person (and not by automated message) then Paragraph 5 below will apply. If the average time you take to answer all calls received during any KPI Period is greater than 30

		seconds then Paragraph 4 below shall apply.
2. Contact with Clients (message from Operator Service or message service and messages to the Backdoor Telephone Number requiring Call Backs)	<p>Where you receive a message, either from the Operator Service or the message service, stating that a Client has requested that you call the Client, an Adviser must call such Client within 2 business hours if the matter is Urgent or within 1 Business Day where you are certain the matter is non-urgent.</p> <p>Each Client or Exempted Person who leaves a message on the Backdoor Telephone Number will be called by the relevant adviser who is dealing with that Client Case (or in the case of a message from an Exempted Person who is not a Client, by an appropriate Adviser) within 2 Business Hours if the matter is Urgent or within 1 Business Day where you are certain the matter is non-urgent.</p>	If, in any KPI Period, the percentage of such Clients you call within 2 Business Hours (if the matter is urgent) or within 1 Business Day (for non-urgent matters) is less than 95% of all such messages received during such KPI Period then Paragraph 5 below shall apply.
3. Availability of Back Door telephony Services where provided by you.	Where provided directly by you, the Back Door telephony service should be available 99.95% of time within Business Hours.	If the Back Door telephony service is not available for 99.95% of Business Hours during such KPI Period then Paragraph 5 shall apply.
4. Unaccessed Cases	In respect of each Case referred to you by the Operator Service, you must access such Case entered on the Case Handling System ("CHS") and add an outcome code within 24 Business Hours from the time of the referral.	If, in any KPI Period, you access and add an outcome code for less than 95% of the Cases referred to you in such KPI Period within 24 Business Hours then Paragraph 5 below shall apply.
5. Cases resulting in a positive outcome code	For each KPI Period, not less than 50% of all your Cases which are closed in that KPI Period must result in a Positive Outcome Code (as defined in the CLA Operations Manual).	If less than 50% of all of your Cases which closed in a KPI Period result in a Positive Outcome Code then Paragraph 5 below shall apply.
6. Value: Controlled Work Escape Fee Cases Assessment reduction	The aggregate amount by which the costs claimed by you as Escape Fees in all relevant Cases in any KPI Period are reduced by us on Assessment (after any appeals have been completed) by no more than 10%.	If, in any KPI Period, the aggregate value claimed by you as Escape Fees in all relevant Cases are reduced by LAA on Assessment (after any appeals have been completed) by more than 10% then paragraph 5 shall apply.
7a Percentage of Cases in the Discrimination or Education Categories for which a Higher Fixed Fee is	For this KPI to be achieved, no more than 30% of Cases for which a Higher Fixed Fee is claimed will be less than 200 minutes.	If, in any KPI Period, more than 30% of Cases for which a Higher Fixed Fee is claimed are less than 200 minutes, then paragraph 5 below shall apply (subject to paragraph 4 below).

charged, which last less than 200 minutes.		
7b Percentage of Cases in the Housing or Debt categories for which a Higher Fixed Fee is charged, which last less than 160 minutes.	For this KPI to be achieved, no more than 50% of Cases for which a Higher Fixed Fee is claimed will be less than 160 minutes.	If, in any KPI Period, more than 50% of Cases for which a Higher Fixed Fee is claimed are less than 160 minutes, then paragraph 5 below shall apply (subject to paragraph 4 below).
7c Percentage of Cases in the Family category for which a Higher Fixed Fee is charged, which last less than 180 minutes.	For this KPI to be achieved, no more than 30% of Cases for which a Higher Fixed Fee is claimed will be less than 180 minutes.	If, in any KPI Period, more than 30% of Cases for which a Higher Fixed Fee is claimed are less than 180 minutes, then paragraph 5 below shall apply (subject to paragraph 4 below).
8 User Satisfaction	You must achieve an average user satisfaction rating of 85% or above for the delivery of this service	If in any KPI Period you receive less than 85% user satisfaction ratings, then paragraph 5 below shall apply.

3. In respect of KPIs 2 and 3 you are required to self-report to your Contract Manager by 5pm on the 10th of each month setting out your performance against the KPI in the previous KPI Period. If you provide the Backdoor Telephony yourself then in respect of KPI 1 you are required to self-report to your Contract Manager by 5pm on the 10th of each month setting out your performance for answering Backdoor calls against the KPI in the previous KPI Period. In respect of KPI 6, 7a, 7b and 7c you are required to self-report to your Contract Manager by 5pm on the 10th of the month following the completion of the KPI period.
4. In respect of KPI 7a, 7b and 7c, where there is a KPI Default we may consider representations from you, where you believe that the KPI could not reasonably be achieved in the relevant KPI Period given the composition of Cases allocated to you. Any such representations must be provided by the 10th day of the month following the KPI period. We may, at our sole discretion, waive the KPI Default for that KPI Period. Where there is a KPI Default in relation to KPI 7a, 7b or 7c and we do not waive the KPI Default, then the provisions of Paragraphs 5-7 may apply.
5. In the event of a KPI Default against any KPI, we may require you to produce, within 10 Business Days of our written request, a detailed action plan which sets out the clear steps you will take, (including the time period in which you will take those steps) to remedy the KPI Default and/or to ensure that such KPI Default is not repeated. If we accept your proposed plan, you must proceed to comply with the terms of such action plan and any time periods specified within it. If, after 10 Business Days you have not proposed an action plan, which in our reasonable

opinion, is likely to remedy the KPI Default and/or ensure that such KPI Default is not repeated, or if such plan is otherwise unacceptable to us, then we shall be entitled to apply a Sanction and the provisions of Clause 24 of the Standard Terms shall apply.

6. If in any KPI Period following the implementation of an action plan you commit a KPI Default in relation to a KPI which was the subject of that action plan, this shall amount to a breach of this Contract which shall entitle us to apply a Sanction and the provisions of Clause 24 of the Standard Terms shall apply.
7. Where a KPI Default occurs in relation to KPI 7a, 7b or 7c (and representations have been considered) we may require you to conduct a file review process as part of any action plan. As part of such file review the following steps shall be followed:
 - **Step 1:** We may require you to complete an internal file review and report whether all Cases have been correctly reported and billed to us. The scale of the file review will be agreed after discussion with your Contract Manager but will not be less than 10% of files reported during the KPI Period.
 - **Step 2:** Following the outcome of the file review by you we reserve the right to file review a sample of cases to further verify the correct reporting and billing of Cases by you.
 - **Step 3** Where billing/reporting errors are identified, any amounts owed to us in relation to those Cases will be recouped in accordance with Clause 14 of the Standard Terms. Any action taken or Findings made by us resulting in recoupment of amounts owed in accordance with Paragraph 8 of this Annex may be applied to any other Claims or Cases.

For the avoidance of doubt, the provisions of this Paragraph 7 may be applied in addition to any other Contract Sanctions that may be applied as a result of this breach.

8. We reserve the right to amend KPI 7a, KPI 7b and KPI 7c at any point throughout the Contract Period provided that the extent of any such amendment shall not exceed the lower and higher ranges specified in the table below and provided further that no such change shall take effect unless you are given at least two full calendar months' notice of the introduction of any such change.

KPI	Lower range	Higher range
7a	No more than 25% of Cases for which a Higher Fixed Fee is claimed are less than 200 minutes	No more than 40% of Cases for which a Higher Fixed Fee is claimed are less than 200 minutes
7b	No more than 35% of Cases for which a Higher Fixed Fee is claimed are less than 160 minute	No more than 65% of Cases for which a Higher Fixed Fee is claimed are less than 160 minute
7c	No more than 20% of Cases for which a Higher Fixed Fee	No more than 40% of Cases for which a Higher Fixed Fee

	is claimed are less than 180	is claimed are less than 180
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9. Prior to altering any KPI, we will consider representations from you on the proposed alteration to that KPI, whilst retaining the right to alter the KPI at our sole discretion.
10. Without prejudice to any of our other rights under this Contract in the event that you commit a KPI Default:
 - in any KPI Period then you shall notify us of each such KPI Default;
 - in respect of the same KPI in any 3 out of 9 consecutive KPI Periods, then this shall be a material breach of this Contract.