

2025 Civil Legal Aid Contract
Annex 5 (Key Performance Indicators)

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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 below measured over any KPI Period.

"KPI Period" means, in respect of any KPI (with the exception of KPI 6, 7 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 and 7, 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 1: Calls answered (both Front Door Calls and Backdoor Calls)

3. During any KPI Period, you must meet KPI 1A and KPI 1B.
4. KPI 1A will be met where, within any KPI Period, 90% of all calls referred to you from the Operator Service or received from Clients or Exempted Persons via the Backdoor Telephone Number are answered by an Adviser in person (and not by automated message) within 30 seconds.
5. KPI 1B will be met where, within any KPI Period, the average time you take to answer all calls described in paragraph 4 above is 30 seconds or less.
6. KPA 1A and 1B exclude all cases where the Client abandons the call within 30 seconds.

KPI 2: Contact with Clients (message from Operator Service or message service and messages to the Backdoor Telephone Number requiring Call Backs)

7. 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.
8. 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 within 2 Business Hours if the matter is Urgent or within 1 Business Day where you are certain the matter is non-urgent.
9. KPI 2 will be met where, 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 at least 95% of all such messages received during that KPI Period.

KPI 3: Availability of Backdoor telephony services where provided by you

10. Where provided directly by you, the Backdoor Telephony service should be available 99.95% of the time within Business Hours.
11. KPI 3 will be met where, in any KPI Period, the Backdoor Telephony service is available for at least 99.95% of Business Hours during that KPI Period.

KPI 4: Unaccessed Cases

12. In respect of each Case referred to you by the Operator Service, you must access such Case entered on the Case Handling System and add an outcome code within 24 Business Hours from the time of the referral.
13. KPI 4 will be met where, in any KPI Period, you access and add an outcome code for at least 95% of the Cases referred to you in that KPI Period within 24 Business Hours.

KPI 5: Cases resulting in a positive outcome code

14. 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).
15. KPI 5 will be met where at least 50% of all of your Cases closed in a KPI Period result in a Positive Outcome Code.

KPI 6: Value: Controlled Work Assessment Reduction

16. When assessing compliance with KPI 6 we will consider all relevant Cases concluded and reported by you over any KPI Period. We will consider Cases over a period longer than three months (but not exceeding twelve months) if you do

not submit at least 10 relevant Cases, or if, for any other reason, we are not satisfied that the volume of Cases concluded within three months is sufficient to reach conclusions about your KPI compliance. Where we have assessed your compliance for KPI 6 for a particular KPI Period under this paragraph, in any future assessment of your compliance with KPI 6 we will not take into account any period that overlaps with the KPI Period previously assessed.

17. KPI 6 is met where:

- (a) For Housing and Debt Cases, 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) is no more than 10%; and
- (b) For Discrimination and Education cases, if, in any KPI Period, the aggregate value claimed by you in all relevant Cases which exceed 1,020 minutes are reduced by LAA on Assessment (after any appeals have been completed) by no more than 10%.

KPI 7: Time Spent on Higher Fixed Fees (Housing and Debt Categories)

- 18. For this KPI to be achieved, no more than 50% of Cases for which a Higher Fixed Fee is claimed in the Housing and Debt Category will be less than 160 minutes.
- 19. KPI 6 is met where, in any KPI Period, at least 50% of Cases for which a Higher Fixed Fee is claimed in that KPI Period are 160 minutes or more.

KPI 8: User Satisfaction

- 20. In any KPI Period, you must achieve an average User Satisfaction rating of 85% or above for the delivery of this service.
- 21. KPI 8 will be met where, in any KPI Period, you receive at least 85% user satisfaction ratings.

General provisions and consequences of KPI Defaults

- 22. 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 Back Door Telephony yourself then in respect of KPI 1A and KPI 1B 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, 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.
- 23. In respect of KPI 7, 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 the Cases allocated to you. Any such representations must be provided by the 10th day of the month following the

completion of 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 7 and we do not waive the KPI Default, then the provisions of Paragraphs 24 and 25 may apply.

24. 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.
25. 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.
26. Where a KPI Default occurs in relation to KPI 7 (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:
 - (a) **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.
 - (b) **Step 2:** Following the outcome of the file review by you we reserve the right to review files of a sample of cases to further verify the correct reporting and billing of Cases by you.
 - (c) **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 this Paragraph 26 of this Annex may be applied to any other Claims or Cases.
27. Without prejudice to any of our other rights under this Contract in the event that you commit a KPI Default:
 - (a) in any KPI Period then you shall notify us of each such KPI Default;
 - (b) 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.