

**2026 Criminal Defence Direct Contract**

**Annex 3 (KPIs)**

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Unless stated otherwise, definitions in this Annex 3 (KPIs) shall have the meaning set out in the Contract for Signature, Standard Terms and Specification.

1. In this Annex 3 the following expressions have the following meanings:

“*Base Service Credit*” or “*BSC*” has the meaning given to it in this Annex 3;

“*Consolidated Service Credit*” has the meaning given to it in this Annex 3;

“*KPI Failure*” means a failure to meet the KPI Performance Measure in respect of a Key Performance Indicator;

“*KPI Performance Measure*” shall be service level requirement for the relevant Key Performance Indicator;

“*Multiplier*” has the meaning given to it in paragraph XX of this Annex 3;

“*Performance Points*” has the meaning given to it in paragraph xx of this Annex 3; and

“*Service Credits*” has the meaning given to it in this Annex 3.

2. The Key Performance Indicators for the purposes of this Contract are as follows:

KPI	Description	Consequences of failure
1. Initial Call Response Times	<p>This KPI measures your performance in responding to initial requests for advice .</p> <p><b><u>KPI Performance Measure:</u></b></p> <p>You must respond to 95% of requests for advice within 15 minutes.</p> <p>For the purposes of this KPI each Case deployed to you by the DSCC shall be a “request for advice” and a response means your first call to the Police Station in response to such Case (whether you successfully establish contact with the Client or not). This will be measured through ECMS.</p>	<p>Any failure to meet this KPI shall be a material breach of Contract and may lead to the imposition of Sanctions under Clause 24 of the Standard Terms.</p> <p>Application of Service Credits in accordance with the provisions of this Annex 3</p>
2. Contact with the Client	<p>This KPI measures your performance in taking all steps necessary to contact and provide advice to the Client while they are in custody, including where you are initially unable to speak to them.</p> <p><b><u>KPI Performance Measure:</u></b></p> <p>(a) Minimum 60% of requests for advice are closed with an outcome code confirming you have been successful in making contact with the Client; and</p> <p>(b) Minimum 50% of requests for advice are closed with an outcome code confirming you</p>	<p>Any failure to meet this KPI which is not beyond your reasonable control shall be a material breach of Contract and may lead to the imposition of Sanctions under Clause 24 of the Standard Terms.</p>

KPI	Description	Consequences of failure
	<p>have successfully managed to provide the Client with advice.</p> <p>For the purposes of this KPI, each Case deployed to you by the DSCC shall be a "request for advice" and a closed outcome code means the final code used to close the case on the ECMS. This will be measured through ECMS.</p>	

3. KPI 1 and KPI 2 shall apply with effect from the Service Commencement Date and will be measured at least Monthly thereafter.
4. You will within 10 Business Days of the relevant KPI Failure supply us with a first draft performance improvement plan setting out the nature and circumstances of the failure together with the actions you have taken or will undertake (at your cost) to rectify the failings (in reasonable detail and with implementation timescales). We will review such action plan and either:
  - (a) accept the performance improvement plan, in which case you will implement and comply with the action plan in accordance with its terms; or
  - (b) require changes to the performance improvement plan, in which case you will resubmit an action plan to us within 5 Business Days and the process described in this paragraph 4 shall be repeated (as amended from time to time).

### **Service Credits**

6. Service Credits shall not apply during the Dual Operation during which you and the Incumbent Provider(s) deliver the CDD Service jointly to allow the phased transfer of the CDD service from the Incumbent Provider(s) to you.
7. Notwithstanding any other rights contained in this Contract, you acknowledge that any KPI Failure against KPI 1 shall entitle the us to apply Service Credits and that any Service Credit is a price adjustment and not an estimate of the loss that may be suffered by us as a result of your failure to meet the relevant KPI Performance Measure.
8. Service Credits are a reduction of the amounts payable in respect of Claims and do not include VAT. We shall set-off the value of any Service Credits against the sums we are due to pay you in accordance with methodology set out in this Annex 3.
9. We shall calculate and apply Service Credits as follows:
  - a. calculate Performance Points for relevant month's KPI Failure; and

- b. calculate relevant Base Service Credit; and
- c. apply Multiplier to calculate Consolidated Service Credit applicable to relevant month.

**Example 1: performance at 90% - no previous consecutive month KPI Failure**

Performance Points = 5                      Base Service Credit = 1%

Multiplier = 1

(BCC) 1% x (Multiplier) 1

Consolidated Service Credit of 1%

**Example 2: performance at 85% - 2 previous consecutive month KPI Failures**

Performance Points = 10                      Base Service Credit = 2%

Multiplier = 2

(BCC) 2% x (Multiplier) 2

Consolidated Service Credit of 2%

**Example 3: performance at 75% - 5 previous consecutive month KPI Failures**

Performance Points = 20                      Base Service Credit = 7%

Multiplier = 3

(BCC) 7% x (Multiplier) 3

Consolidated Service Credit of 21%

10. Performance Points shall be calculated as follows:

<b>% requests for advice responded to within 15 minutes</b>	<b>Performance Points</b>
94–94.99	1
93–93.99	2
92–92.99	3

91-91.99	4
90-90.99	5
89-89.99	6
88-88.99	7
87-87.99	8
86-86.99	9
85-85.99	10
84-84.99	11
83-83.99	12
82-82.99	13
81-81.99	14
80-80.99	15
79-79.99	16
78-78.99	17
77-77.99	18
76-76.99	19
Below 75.99	20

11. Base Service Credits shall be calculated as follows:

<b>Performance Points</b>	<b>Base Service Credit</b>
1-5	1%
6-10	2%
11-15	5%
16-20	7%

12. The Multiplier shall be calculated as follows

Consecutive months of KPI Failure	Multiplier
1-2	1
3-4	2
5	3
6	4
Each additional month over 6	+1 for each additional month

13. In any Month where Service Credits may apply, we will confirm this to you and inform you of the amount in writing no later than 10 Business Days following the accrual of the relevant number of Performance Points.