



Home Office

AUTHORITY: The Secretary of State for the Home Department

SCHEDULE 5

PERFORMANCE REGIME

**PROVISION OF ADULT VICTIMS OF MODERN SLAVERY CARE & CO-
ORDINATION SERVICES**

NB: THIS REGIME IS BASED ON A SELF-AUDIT APPROACH, WHICH SHALL BE VERIFIED BY AUTHORITY AUDIT FROM TIME TO TIME

1. Performance of the Services:

1.1 The Contractor shall perform the Services to meet or exceed the Performance Standards defined in the Schedule 2 (**Authority Requirements**) and the Key Performance Indicators (KPIs) defined within this Schedule.

2. Quality of Performance:

2.1 During each calendar month or part thereof falling after the Service Commencement Date, the Contractor shall:

- (a) measure the performance of Service delivery under this Contract against each KPI during the previous calendar month;
- (b) where necessary, assess the degree by which the Contractor has failed to meet the relevant KPI during the relevant month; and
- (c) provide the Authority with its Remedial Plan, with realistic timescales, for rectifying the relevant failures.

2.2 The Contractor shall meet the agreed KPI targets throughout the Contract Period. However, in the event that the Contractor has not met the agreed KPI target, the Contractor will accrue points depending on the level of failure (i.e. the number of points increases as the Service performance decreases). The Contractor will be responsible for reporting all KPI failures in a format agreed with the Authority.

2.3 The points referred to in paragraph 2.2 above shall be converted into Service Credits, using the principles set out in paragraph 3 below. This will be done by the Authority Representative, who will agree the Service Credit value with the Contractor and arrange for this Service Credit to be deducted from the relevant invoice

2.4 Both Parties understand that where a KPI failing is reported in March and a Service Credit is applied in April, the relevant Service Credit value shall be deducted from the May invoice, and so on.

2.5 In total, the maximum number of points that maybe used to calculate Service Credits in any single month will reflect the aggregated maximum points value for all active KPIs that month; this is currently **<Redacted>** – this will vary for instance, CQC reports; new KPIs added; or, existing KPIs revised/removed.

2.6 The Authority shall not apply a Service Credit to the extent that the Contractor has failed to meet a KPI as a result of an action or breach of obligation by the Authority, First Responders or the Competent Authorities.

- 2.7 By the 7th working day of each month, the Contractor shall submit a report using the format set out within Schedule 8 (**Management Information**) to the Authority's Contract Manager. This report shall include the following information:
- (a) the matters referred to in paragraph 2.1 and 2.2;
 - (b) the number of points accrued per KPI for the relevant month, expressed as a total number and as a Service Credit value; and
 - (c) the total number of such points awarded for the relevant month, expressed as a total number and as a Service Credit value.
- 2.8 If as a result of an Authority audit of the Contractor's performance, the Contractor is found not to have correctly reported KPI failures, the Contractor will be required to make a retrospective adjustment to the KPIs relating to the month in which the failure to report a KPI refers. The Authority will then make an adjustment to the value of any Service Credits for the relevant month and will agree any financial adjustment to the next invoice submitted by the Contractor
- 2.9 Persistent, 3 or more months in any rolling 12 month period, under reporting of KPI failures will attract a Service Credit of 3 times the aggregate adjustment.

3. Service Credits:

- 3.1 As stated within Schedule 4 (**Pricing, Payment and Invoicing**) the Service Credit payment shall be deducted from the Contract Price that would otherwise be payable to the Contractor in the relevant month.
- 3.2 Points Accrued are on a cumulative basis within each calendar month.
- 3.3 Where there is a failure which constitutes a failure in respect of more than one KPI, the failure counts as multiple failures for the purposes of Service Credits in respect of all the relevant KPIs

4. Persistent Failures and Liquidated Damages:

- 4.1 The Contractor shall keep failures in the Services to a minimum. However, where failures occur, beyond the Contractor's reasonable control both Parties will, in the first instance, actively seek to resolve the failures quickly and amicably through changing behaviours and/or processes which shall be managed by the Contract Manager.
- 4.2 Where the same KPI failure occurs over three consecutive months and the Contractor has failed to fully resolve the cause of such failure, then the Authority shall deem this to be a "**Persistent Failure**".
- 4.3. In the event of a Persistent Failure:

- (a) the Contractor shall ensure that the issues and reasons for such Persistent Failures, together with an action plan for their resolution and/or mitigation are accurately recorded and discussed at the Contract management meetings held between the Contractor and the Authority; and
 - (b) the Contractor shall ensure that any actions that follow the Contract management meeting are undertaken within the agreed timescales.
 - (c) the Authority reserves the right, with notice, to take such steps as necessary to maintain a continuity of Service provision.
- 4.4. The Authority expects that the Contractor will seek to change its processes and procedures and/or generate opportunities for improvements and for long term mitigations of Persistent Failures.

Overview of KPI Calculation

Service Credit Due:	This is the amount of Service Credits in Pounds Sterling which will be deducted from the invoiced amount that would otherwise be payable to the Contractor in a month following the month of calculation.
T	The maximum aggregated number of points from all active KPIs that can be accrued in a month
P	The total aggregate number of points accrued in the previous month in respect of all relevant Key Performance Indicators.
C	The current month
C-1	The previous month.
C+1	The following month.
M	Actual payment due for present month.
10%	The maximum percentage of the payment due which may be taken as a Service Credit.

Service Credit Formula = (P divided by T multiplied by (Payment due in C, prior to any deductions for C-1), multiplied by (10%)).

EXAMPLE OF CALCULATION OF SERVICE CREDITS

Total aggregate points, **P** = <Redacted>

Maximum aggregate points, **T** = <Redacted>

Invoiced amount of Contract Price, **C** = £<Redacted>

Service Credit Due = <Redacted> / <Redacted> X (£<Redacted>) X (10%)

Service Credit Due = £<Redacted> (Service Credit due to the Authority for Payment Period **C**) This will be deducted from the payment for the following month, **C+1**

Key Performance Indicators

KPI 01	Provision of Initial Needs Based Assessment	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Initial Needs Based Assessment undertaken by the Contractor.	
Target	Activity undertaken by the Contractor with the Service User within 3 hours of Referral, or as soon as is reasonable if there are delays outside of the control of the Contractor.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Referrals exceeding 3 hours during the month expressed as a percentage of the total number of referrals during the month.	
Consequences	% Level of Failure on each occasion (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 02	Accommodation <u>allocated</u> by Contractor within 3 hours of Initial Needs Based Assessment, if Service User is destitute	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Accommodation allocated by Contractor within 3 hours of Referral, if the Service User is destitute.	
Target	Allocation by Contractor within 3 hours of Referral, or as soon as is reasonable if there are delays outside of the control of the Contractor.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Allocations exceeding 3 hours of Referral during the month expressed as a percentage of the total number of Allocations during the month.	
Consequences	% Level of Failure (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 03	Transport Service for Service Users to move to Accommodation <u>commence</u> within 6 hours of Referral	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Transport Service for Service Users to be move to a place of safety arranged within 6 hours of completion of the Initial Needs Based Assessment.	
Target	Arrangements by Contractor within 6 hours of the Initial Needs Based Assessment, or as soon as is reasonable if there are delays outside of the control of the Contractor.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Transport Arrangements arranged exceeding 6 hours during the month expressed as a percentage of the total number of Transport Arrangements arranged during the month.	
Consequences	% Level of Failure (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 04	Service Users enter Accommodation within 8 hours of a positive RG decision	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Service Users enter Accommodation within 8 hours of a positive RG decision.	
Target	Activity undertaken by the Contractor within 8 hours of a positive RG decision, or as soon as is reasonable if there are delays outside of the control of the Contractor..	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of moves exceeding 12 hours during the month expressed as a percentage of the total number of moves during the month.	
Consequences	% Level of Failure on each occasion (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 05	Face-to-Face Detailed Needs Based Assessment undertaken within 48 hours of positive RG decision	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Face to Face Detailed Needs Based Assessment undertaken by the Contractor within 48 hours of receipt of a positive RG decision and the Service User's contact details.	
Target	Activity undertaken by the Contractor with the Service User within 48 hours of a positive RG decision.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Face to face Detailed Needs Based Assessments exceeding 48 hours during the month expressed as a percentage of the total number of referrals during the month.	
Consequences	% Level of Failure on each occasion (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 06	Initial subsistence payment made to Service User within 48 hours of a positive Reasonable Grounds (RG) decision	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Initial subsistence payment made to Service User within 48 hours of receipt of a positive RG decision and the Service User’s contact details.	
Target	Payment by Contractor within 48 hours of a positive RG decision.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of initial subsistence payments made exceeding 48 hours of a positive RG decision during the month expressed as a percentage of the total number of Initial subsistence payments made during the month.	
Consequences	% Level of Failure (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 07	Service User induction ('Move In') within 12 hours of admission to Accommodation or the following morning if after 6pm.	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Service User receives an induction ('Move In') within 12 hours of admission to Accommodation or the following morning if after 6pm.	
Target	'Move In' induction undertaken within 12 hours of admission to accommodation or the following morning if after 6pm.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of 'Move In' inductions undertaken exceeding 12-hours or the following morning if after 6pm , during the month expressed as a percentage of the total number of Referrals during the month.	
Consequences	% Level of Failure (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 08	Negative Conclusive Grounds (CG) or RG Decision: Service User to exit Service within 2 working days.	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Negative CG or RG Decision: Service User to exit Service within 2 working days.	
Target	Negative CG or RG Decision: the Victim must exit from the Service within 2 working days	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Negative CG/RG Decisions where a Service User did not exit the Service within 2 working days expressed as a percentage of the total number of Negative CG/RG Decisions requiring a Service User to exit the Service within 48-hours during the month.	
Consequences	Level of Failure (F)	Points Accrued
Level 1	Exceeding 2 working days but not exceeding 3 days	<Redacted>
Level 2	Exceeding 3 days but not exceeding 4 days	<Redacted>
Level 3	Exceeding 4 days but not exceeding 5 days	<Redacted>
Level 4	Exceeding 5 days	<Redacted>

KPI 09	Positive CG Decision: Within 14-days to appropriate move on accommodation/support arranged and Service User exited from Service	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Positive CG Decision: within 14-days to appropriate move on accommodation/support arranged and Service User exited from Service.	
Target	Positive CG Decision: within 14-days to appropriate move on accommodation/support arranged and Service User exited from Service.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of Positive CG Decisions with move on activity that exceed 14-days during the month expressed as a percentage of the total number of Positive Grounds Decisions with move on activity during the month.	
Consequences	Level of Failure (F)	Points Accrued
Level 1	Exceeding 14 days but not exceeding 20 days	<Redacted>
Level 2	Exceeding 20 days but not exceeding 30 days	<Redacted>
Level 3	Exceeding 30 days but not exceeding 60 days	<Redacted>
Level 4	Exceeding 60 days	<Redacted>

KPI 10	CG Decisions followed up by Staff if not received within 45 days of admission	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	CG decisions not received within 45-days of a Service User receiving a positive RG decision must be followed up by Staff.	
Target	All CG Decisions followed up by Staff if not received within 45 days of a Service User receiving a positive RG decision	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	The number of CG Decisions not followed up by Staff where a CG Decision for a Service User has not been received within 45-days of a Service User receiving their positive RG decision during the month, expressed as a percentage of the total number of CG Decisions not received within 45 days of positive RG decisions received by Service Users during the month.	
Consequences	% Level of Failure (F)	Points Accrued
Level 1	Exceeding 0% but not exceeding 10%	<Redacted>
Level 2	Exceeding 10% but not exceeding 20%	<Redacted>
Level 3	Exceeding 20%	<Redacted>

KPI 11	Timely provision of management information (MI) to the Authority to enable monthly reconciliation of invoices	
References	Schedule 2, Authority Requirements Schedule 8, MI04	
Definition	Receipt of appropriate management information by the Authority to enable invoice reconciliation the month following the reconciliation period.	
Target	Contractor to submit monthly management information to the Authority within the first seven working days of the month following the reconciliation period.	
Measure	On each occasion the deadline is not met.	
Measurement Mechanism	To be proposed by the Contractor and agreed by the Authority	
Consequences	Level of Failure (F)	Points Accrued
Level 1	Up to 7 days	<Redacted>
Level 2	8 to 10 days	<Redacted>
Level 3	11 to 15 days	<Redacted>
Level 4	16 to 20 days	<Redacted>
Level 5	21 or more days	<Redacted>

KPI 12	<p>The Contractor shall register with the Care Quality Commission (CQC) and permit CQC officers to check that the Services provided by the Contractor meets the National standards as set out on the CQC website. These inspections will normally be unannounced (unless there is good reason) and at least once-a-year; Services that don't meet the National standards will be subject to a re-inspection, and may be subject to a more frequent inspection regime.</p> <p>A written rectification plan will be submitted to the Authority within seven days of any failings being identified in a CQC report.</p>	
References	<p>Schedule 2, Authority Requirements (J-005)</p> <p>Schedule 8, MI04</p>	
Definition	<p>The Contractor's compliance with the CQC National standards, as evidenced in a CQC report.</p>	
Target	<p>The Contractor shall comply at all times with National Standards as set out on the CQC's website</p>	
Measure	<p>On each occasion an inspection by CQC officers is undertaken of any part of the Service</p>	
Measurement Mechanism	<p>Based on CQC reports:</p> <p>A green tick means that all standards were being met when the CQC last checked</p> <p>A Grey Cross means that one or more standards were not being met and improvements were needed</p> <p>A Red Cross means that at least one standard was not being met and CQC have taken enforcement action.</p>	
Consequences	Level of Failure (F)	Points Accrued
Level 1	One Grey Cross is received against any of the standards	<Redacted>
Level 2	Two or more Grey Crosses are received against any of the standards	<Redacted>
Level 3	One Red Cross is received against any of the standards	<Redacted>
Level 4	Two or more Red Crosses, or One Red Cross and any Grey Crosses, are received against any of the standards	<Redacted>