

Schedule 2: Service Levels

Part 1: Service Levels

1. THE SERVICE LEVELS

Service	Method of calculating service delivery	Service Level
All Services	Compliance with Specification including:	One hundred per cent (100%)
	the Person Centred Outcomes set out in Section 5 of Specification;	
	the Framework for Enhanced Health in Care Homes;	
	the requirements of the Lancashire Safeguarding Adults Board; and	
	any other quality requirements set by the Authority, the relevant CCG or any other professional body or Regulatory Body.	
All Services	Compliance with Policies	One hundred per cent (100%)
All Services	Meeting or exceeding national performance indicators that relate to the Department of Health Adult Social Care Outcomes Framework (ASCOF) as set out in paragraph 2.7 of the Specification.	One hundred per cent (100%)

2. CONSISTENT FAILURE

In this agreement, **Consistent Failure** shall mean:

for any Placement (which permits termination in accordance with clause **Error! Reference source not found.** (Termination for breach)):

- (a) the Authority serving six (6) Remediation Notices in a rolling twelve (12) month period or one hundred and twenty (120) Default Notices in a rolling twelve (12) month period; or

for all Placements within the Home (which permits termination in accordance with clause **Error! Reference source not found.** (Termination for breach)):

- (b) the Authority serving:
 - (i) a Remediation Notices total of six (6) multiplied by the number of occupied service user beds in the Home divided by the number of available service user beds in the Home in a rolling twelve (12) month period; or
 - (ii) a Default Notices total of one hundred and twenty (120) multiplied by the number of occupied service user beds in the Home divided by the number of available service user beds in the Home in a rolling twelve (12) month period.

Part 2: Service Credits

1. SERVICE CREDITS

The Service Provider shall pay a Service Credit when the Authority notifies the Service Provider of a Default Notice, Remediation Notice, termination notice or following a Consistent Failure, such sum to represent the administrative expense caused to the Authority as a result of preparing and issuing notifications of a Default Notice, Remediation Notice, termination notice or following a Consistent Failure. The Service Credit is calculated using the rates set out below (as annually reviewed and as a minimum indexed in accordance with the Consumer Price Index on each anniversary of 1 January 2022) as applied to the number of hours reasonably and properly expended by Authority officers in monitoring, calculating, establishing and notifying to the Service Provider any Default Notice, Remediation Notice, termination notice or a Consistent Failure caused by the Service Provider's breaches of this agreement. Any part hour shall be rounded up to a full hour:

	Hourly rate (£) excluding VAT as at 1 January 2022	Comments
Blended rate for Authority officer job title administrative time	Twenty pounds (£20)	

Part 3: Key Performance Indicators

Key Performance Indicators may be produced by agreement with the Service Provider and possibly tailored for their Home(s) (which may include a prescribed range of permitted CQC ratings) or the Authority may elect to not include any Key Performance Indicators and instead rely on other contractual remedies leading to suspension and early termination as incentives to drive Service Provider proper performance. Set out below is a template performance regime for Key Performance Indicators which may be amended to suit and included in this agreement once approved by the Authority and Service Provider.

The Authority notes the Department of Health Adult Social Care Outcomes Framework (ASCOF) indicators referred to in the Specification as set out in paragraph 2.7 of the Specification should be relevant and simple to report.

1 Purpose of the KPIs

1.1 In this agreement key performance indicators (**KPIs**) are used for the following purposes:

- to monitor performance of this agreement, with a view to both the Authority and Service Provider having data which they will review at progress and other meetings so that each of them can bring forward suggestions for the improvement of the performance of this agreement and the provision of the Services;
- to identify performance below the performance target (the **Performance Target**) which, if continued for [three (3)] [monthly] measurement periods "**Measurement Periods**), or applying to [three (3)] or more KPIs, leads to a requirement for the Service Provider to produce a remedial plan (**Remedial Plan**); and
- to identify performance that is below the minimum standard that the Authority is prepared to accept (**Minimum Acceptable Performance**) and which, if not improved, will lead ultimately to termination of this agreement for a Service Provider default entitling the Authority to terminate this agreement immediately on notice.

2 Remedial Plan

2.1 The agreement requires the production of a Remedial Plan if the Service Provider fails to achieve the Performance Target(s) for:

- [three (3)] or more KPIs in relation to any Measurement Period; or
- the same KPI for [three (3)] or more [monthly] Measurement Periods or [one (1)] [quarterly] Measurement Period.

2.2 The Remedial Plan is subject to the approval of the Authority and if the Service Provider provides [three (3)] drafts of the Remedial Plan without any of them being acceptable to the Authority, this will be a Service Provider default entitling the Authority to terminate this agreement immediately on notice.

2.3 The Service Provider must implement the Remedial Plan and a failure to do so will be a Material Breach of this agreement.

3 Minimum Acceptable Performance

3.1 A number of KPIs have Minimum Acceptable Performance (**MAP**) levels. Performance below a MAP level for any KPI will result in a Default Notice being issued to the Service Provider. Default Notices are cumulative and may result in this agreement being terminated for Service Provider default due to Consistent Failure entitling the Authority to terminate this agreement immediately on notice.