SCHEDULE 14

CONTRACT MANAGEMENT

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Appendix A: Template Action Plan

1.0 Points of Contact

Escalation paths in relation to contracting issues and service delivery failure:

1.1 The Contractor

1St Point of Contact (Contract Manager)

Name: [insert details post Contract award]

Position: Email: Telephone:

2nd Point of Contact

Name: [insert details post Contract award]

Position: Email: Telephone:

3rd Point of Contact

Name: [insert details post Contract award]

Position: Email: Telephone:

1.2 The Council

1st Point of Contact (Contract Manager): First Line Contract Support

Name:

Position: Commissioning Officer

Email: Telephone:

2nd Point of Contact: Authorised Representative of the Council

Name:

Position: Commissioning Manager

Email: Telephone:

3rd Point of Contact: Senior Representative of the Council

Name:

Position: Head of Strategic Commissioning, Adult Community Support

Email:

Telephone:

2.0 Mobilisation

From the Contract Commencement Date, the Contractor will be eligible to receive placements to deliver the Learning Disability Community Day service based on the framework agreement 6 lots, as follows;

- 1a) Promoting Wellbeing Service for Individuals with Learning Disabilities
- 1b) Promoting Wellbeing Service for Individuals with Physical Disabilities (including Sensory and Autism, in the absence of a Learning Disability)
- 2a) Promoting Independence Service for Individuals with Learning Disabilities
- 2b) Promoting Independence Service for Individuals with Physical Disabilities (including Sensory and Autism, in the absence of a Learning Disability)
- 3) Employment Support Service
- 4) Additional Support Service

There is a need to have a mechanism for ensuring quality standards with each provider and to support the development of the market has driven the decision to move forward with this commissioning arrangement.

2.1 TUPE

The view of the Council is that the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE) Regulations which implement the Acquired Rights Directive may not apply to this contract, however Tenderers should seek their own legal advice as to the applicability of TUPE and as to the effect of the TUPE clause contained in the contract Terms and Conditions.

2.2 Communication with the Council's Operational Staff

Prior to the Contract Commencement Date, the Council will provide the Contractor with all the necessary contact details for the Council's relevant operational staff. The Council's Contract Manager will provide the Contractor with a list of the Council's relevant operational business units and contact details once the Contract is awarded.

3.0 Key Performance Indicators (KPIs) – All lots

					RAG		Frequency	of Reporti	ng to KCC	
KPI Applies To:	KPI Number	Key Performance Indicator Description	Method of Measurement	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually	How KPI Measured
	KPI S1	% of packages refused by the Provider during the reporting period	Calculation method x = no. of packages refused* y = total no. of new referrals made to the Provider* (*in reporting period) (x/y) x 100 = % outturn	>25%	10-25%	<10%		V		Provider Return and KCC cross check with SWIFT/Liberi
ALL PROVIDERS	KPI S2	% of invoices that are submitted on time and undisputed during the reporting period	Calculation method x = no. invoices disputed by KCC before payment is made* y = total no. of invoices submitted to KCC for payment* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%		V		Provider Return and KCC cross check with SWIFT/Liberi
	KPI S3	% of complaints (both formal and informal, from any party) resolved during the reporting period	Calculation method x = no. of complaints resolved (formal and informal combined)* y = total no. of complaints received (formal and informal combined)* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%		V		Provider Return

KPI S4a	% of individuals attending the service who have completed an annual survey	Calculation method x = no. of attendees who have completed an annual survey* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<75%	75-95%	>95%		√	Customer Survey (managed by the Provider)
KPI S4b	% of individuals attending the service whose parent/family carer has completed an annual survey	Calculation method x = no. of attendees whose parent/carer has completed an annual survey* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<65%	65-85%	>85%		V	Carers Survey (managed by the Provider)
KPI S4c	% of individuals attending the service who say that they are happy with the service. That they have choice, feel listened to, and feel safe.	Calculation method x = no. of individuals who say that they are happy with the service they receive* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-99%	100%		V	Customer Survey (managed by the Provider)
KPI S5	% of paid staff who are working towards or hold an NVQ Level 2 in Health &	Calculation method x = no. of paid staff working towards/hold an NVQ Level 2 or equivalent* y = total no. of paid staff* (*in reporting period)	<85%	85-99%	100%		V	Provider Return

		Social Care (or equivalent)	(x/y) x 100 = % outturn						
K	KPI S6	% of service managers who are working towards or hold an NVQ Level 4 in Health & Social Care (or equivalent)	Calculation method x = no. of managers working towards/hold an NVQ Level 4 or equivalent* y = total no. of managers* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-99%	100%		√	Provider Return

Consequence of Performance Below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with Schedule 2 – Service Specification.

Key Performance Indicators (KPIs) – LOT 1A and B: PROMOTING WELLBEING SERVICE

					RAG		Frequency	of Reporti	ng to KCC	
KPI Applies To:	KPI Number	Key Performance Indicator Description	r Method of Measurement on	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually	How KPI Measured
	INFO W1	% of attendees who access the promoting wellbeing service via KCC's framework contract	Calculation method x = no. of individuals on KCC's promoting wellbeing service framework contract* y = total no. of individuals accessing the promoting wellbeing service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return and KCC cross check with SWIFT/Liberi
PROMOTING WELLBEING SERVICE	INFO W2	% of attendees who access the promoting wellbeing service via a Direct Payment	Calculation method x = no. of individuals accessing the promoting wellbeing service via a DP* y = total no. of individuals accessing the promoting wellbeing service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return
	INFO W3	% of attendees who access the promoting wellbeing service with externally	Calculation method x = no. of individuals accessing the service with externally provided additional support* y = total no. of individuals accessing the promoting	n/a	n/a	n/a		V		Provider Return and KCC cross check with SWIFT/Liberi

	provided additional support	wellbeing service* (*in reporting period) (x/y) x 100 = % outturn						
КРІ	whose Care and Support Plan has been reviewed by the Provider during the reporting period	Calculation method x = no. of individuals whose Care and Support Plan has been reviewed by the Provider* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%		V	Provider Return
КРІ	W2 % of individuals accessing community based activities for 50% or more of their time at the service, on a weekly basis	Calculation method x = no. of individuals accessing community based activities for 50% or more of their time at the service* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<65%	65-95%	>95%	V		Provider Return

Consequence of Performance Below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with the Specification.

Key Performance Indicators (KPIs) – LOT 2 A and B: PROMOTING INDEPENDENCE SERVICE

					RAG		Frequency	of Report	ing to KCC	
KPI Applies To:	KPI Number	Key Performance Indicator Description	Method of Measurement	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually	How KPI Measured
PROMOTING	INFO I1	% of attendees who access the promoting independence service via KCC's framework contract	Calculation method x = no. of in individuals on KCC's promoting independence service framework contract* y = total no. of individuals accessing the promoting independence service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		√		Provider Return and KCC cross check with SWIFT/Liberi
INDEPENDENCE SERVICE	INFO I2	% of attendees who access the promoting independence service via a Direct Payment	Calculation method x = no. of individuals accessing the promoting independence service via a DP* y = total no. of individuals accessing the promoting independence service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		√		Provider Return

INFO I3	% of attendees who access the promoting independence service with externally provided additional support	Calculation method x = no. of individuals accessing the service with externally provided additional support* y = total no. of individuals accessing the promoting independence service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a	\checkmark	Provider Return and KCC cross check with SWIFT/Liberi
KPI I1	% of individuals who feel they have an increased level of independence that is in line with the goals/outcome s detailed in their Care and Support Plan	Calculation method x = no. of individuals with increased level of independence* y = total no. of individuals accessing the promoting independence service* (*in reporting period) (x/y) x 100 = % outturn	<75%	75-95%	>95%	√	Customer Survey (managed by the Provider)
KPI I2	% of individuals whose Care and Support Plan has been reviewed by the Provider during the reporting period	Calculation method x = no. of individuals whose Care and Support Plan has been reviewed by the Provider* y = total no. of individuals accessing the service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%	V	Provider Return

КРІ ІЗ	% of individuals exiting the service into a positive pathway linked to the aspirations detailed in their Care and Support Plan Calculation metho x = no. of individual exiting to a positive pathway* y = total no. of individuals leaving to promoting independence serving independence serving (*in reporting period (x/y) x 100 = % outturn	ne <75% ce*	75-95%	>95%		Provider Return
KPI 14	% of individuals who leave within 6 months of starting at the service, for reasons other than moving into a positive pathway linked to the aspirations detailed in their Care and Support Plan Calculation metho X = no. of individual who leave within six month of starting at service* y = total no. of individuals leaving to promoting independence service (*in reporting period (x/y) x 100 = % outturn	ce*	75-95%	>95%	V	Provider Return

Consequence of Performance below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with the Specification.

Key Performance Indicators (KPIs) – LOT 3: EMPLOYMENT SUPPORT SERVICE

					RAG		Frequency	of Reporti	ng to KCC	
KPI Applies To:	KPI Number	Key Performance Indicator Description	Method of Measurement	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually	How KPI Measured
EMPLOYMENT	INFO E1	% of attendees who access the employment support service via KCC's framework contract	Calculation method x = no. of individuals on KCC's employment support service framework contract* y = total no. of individuals accessing the employment support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return and KCC cross check with SWIFT/Liberi
SUPPORT SERVICE	INFO E2	% of attendees who access the employment support service via a Direct Payment	Calculation method x = no. of individuals accessing the employment support service via a DP* y = total no. of individuals accessing the employment support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return

KPI E1	% of individuals starting at the service during the reporting period who access qualified careers guidance advise within 10 working days of their placement start date	Calculation method x = no. of individuals accessing careers guidance within 10 working days of starting* y = total no. of new individuals accessing the employment service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-99%	100%		V	Provider Return
KPI E2	% of individuals who leave within 6 months of starting at the service, for reasons other than moving into employment developed through the service	Calculation method x = no. of individuals who leave within six month of starting at the service* y = total no. of new individuals accessing the employment service* (*in reporting period) (x/y) x 100 = % outturn	>25%	10-25%	<10%		V	Provider Return and KCC cross check with SWIFT/Liberi
KPI E3	% of individuals whose Care and Support Plan has been reviewed by the Provider	Calculation method x = no. of individuals whose Care and Support Plan has been reviewed by the Provider* y = total no. of individuals accessing the service* (*in reporting period)	<85%	85-95%	>95%	V		Provider Return

	during the reporting period	(x/y) x 100 = % outturn						
KPI E4	% of individuals who sustain employment for a minimum of 13 weeks after leaving the service	Calculation method x = no. of individuals sustaining employment for 13 weeks+ after leaving the service* y = total no. of individuals leaving the employment service* (*in reporting period) (x/y) x 100 = % outturn	<65%	65-75%	>75%		√	Provider Return

Consequence of Performance Below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with the Specification.

Key Performance Indicators (KPIs) – LOT 4: ADDITIONALSUPPORT SERVICE

					RAG		Frequency	of Reporti	ng to KCC		
KPI Applies To:	KPI Number	Key Performance Indicator Description	Method of Measurement	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually P	How KPI Measured	
	INFO A1	% of attendees who access the additional support service via KCC's framework contract	Calculation method x = no. of individuals on KCC's additional support service framework contract* y = total no. of individual accessing the additional support wellbeing service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return and KCC cross check with SWIFT/Liberi	
ADDITIONAL SUPPORT SERVICE	INFO A2	% of attendees who access the additional support service via a Direct Payment	Calculation method x = no. of individuals accessing the additional support service via a DP* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		V		Provider Return	
	INFO A3a	% of packages of support that have been reduced during the reporting	Calculation method x = no. of individuals whose package of support has been reduced* y = total no. of individuals accessing the additional	n/a	n/a	n/a		V		Provider Return and KCC cross check with SWIFT/Liberi	

	period	support service* (*in reporting period) (x/y) x 100 = % outturn					
INFO A3b	% of packages of support that have been maintained during the reporting period	Calculation method x = no. of individuals whose package of support has remained the same* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a	V	Provider Return and KCC cross check with SWIFT/Liberi
INFO A3c	% of packages of support that have been increased during the reporting period	Calculation method x = no. of individuals whose package of support has been increased* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a	V	Provider Return and KCC cross check with SWIFT/Liberi
INFO A4	% of packages where the activities detailed in an individual's Care and Support Plan have been reviewed by the Provider during the reporting period, and alternatives	Calculation method x = no. of Care and Support Plans reviewed following repeated non- engagement* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a	V	Provider Return and KCC cross check with SWIFT/Liberi

	proposed, following 2-3 failed attempts to get them to engage in an activity						
KPI A1	% of individuals where the additional support received has enabled their choices to be fulfilled and aspirations detailed in their Care and Support Plan to be met	Calculation method x = no. of individuals whose choices have been fulfilled/aspirations met* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%	V	Customer Survey (managed by the Provider)
KPI A2	% of individuals who believe the additional support service received is meaningful, and is flexible and responsive to their changing needs	Calculation method x = no. of individuals who rate the service as meaningful, flexible and responsive* y = total no. of individuals accessing the additional support service* (*in reporting period) (x/y) x 100 = % outturn	<85%	85-95%	>95%	√	Customer Survey (managed by the Provider)

Consequence of Performance Below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with the Specification.

Key Performance Indicators (KPIs) – Additional Element: TRANSPORT SERVICE

		V.			RAG		Frequenc	y of Reporti		
KPI Applies To:	KPI Number	Key Performance Indicator Description	Method of Measurement	Performance is below a standard	Performance at acceptable level, but below Target	Target has been achieved or exceeded	Quarterly	Six Monthly	Annually	How KPI Measured
	INFO T1	% of attendees who access the transport service via KCC's framework contract	Calculation method x = no. of individuals on KCC's transport service framework contract* y = total no. of individuals accessing the transport service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		✓		Provider Return and KCC cross check with SWIFT/Liberi
TRANSPORT SERVICE	INFO T2	% of attendees who access the transport service via a Direct Payment	Calculation method x = no. of individuals accessing the transport service via a DP* y = total no. of individuals accessing the transport service* (*in reporting period) (x/y) x 100 = % outturn	n/a	n/a	n/a		✓		Provider Return
	KPI T1	% of days on which vehicles are used to deliver the transport service and	Calculation method x = no. of days on which comprehensive defects checks are carried out and documented for all vehicles used* y = total no. of days transport service operates*	<95%	95-99%	100%	*			Provider Return

	(*in reporting period) (x/y) x 100 = % outturn				
checks are					
carried out					
and					
documented					
for all					
vehicles used					

Consequence of Performance Below the Standards Set for KPIs: KCC Commissioning to review with Provider and if appropriate agree an action plan to improve performance. KCC reserves the right to put sanctions in place, in line with the Specification.

4.0 Review of Targets

Following the setting of targets during Year 1, where the Council or the Contractor sees a need to change any of the above target service levels, the changes will be managed as part of the regular performance review meetings between the Council and the Contractor in accordance with the Change Control Procedure set out in paragraph 2 of Schedule 7 of the Contract.

5.0 Performance Management

The Council shall use the following system to monitor the performance of the Contractor:

Stretch Target	To be reviewed as part of ongoing performance monitoring. This is to ensure alignment with specified requirements of the Service and to encourage continuous improvement.
Green	No action required.
Amber	The Council will require the Contractor to identify the reason(s) for not meeting the minimum service requirements. If proportionate, the Council will work with the Contractor to agree an action plan to progress towards meeting minimum service requirements. The action plan (see appendix A) shall include SMART objectives that are time specific and will require regular updates on progress-to-date. Progress against the action plan will be monitored on a regular basis determined upon the level of risk of service failure and impact.
Red	If there is a continuous failure to meet the minimum required service levels and any of the agreed action plans have failed to be delivered by the Contractor, the Council reserves the right to terminate the contract as set out under Clause 48 (Termination on Default) of the contract Terms and Conditions.

6.0 Reporting Arrangements

- 6.1 The Provider is expected to have a suitable system for recording performance outputs and outcomes.
- 6.2 This information reported should be accurate, and data should be inputted in a timely manner and maintained in accordance with the Council's Data Quality Policy.
- The Provider will be required to work with the Council on any future amendments and developments which it may need to make to its data recording systems.

7.0 Demand Management

- 7.1 Demand for the service is likely to fluctuate. The Contractor will be required to respond flexibly to the issue of increasing and fluctuating demand.
- 7.2 Contract performance monitoring meetings will be used to ensure resources are being used effectively to meet the priorities of the service. Effective use of prioritisation and flow management with the Contractor will be worked out collectively.

8.0 Standards

The targets set within Section 3 for year 1 are indicative and an element of flexibility around performance will be adopted.

9.0 Performance Monitoring Meetings

Performance Monitoring Meetings will be organized by the Council's Contract Manager. The approach to Performance monitoring will be on a risk based approach which will determine the frequency and intensity of the contractual meetings and/or spot checks.

As per Schedule 2 (Service Specification), Kent County Council will undertake spot checks on providers, in addition to demanding information on request within prescribed timescales.

It is anticipated that throughout the life of the framework agreement, a range of performance monitoring meetings shall take place so as to discuss performance of the contract. These will include as a minimum:

- One annual county wide contract meeting
- Quarterly provider forums
- Spot checks as and when determined appropriate by Kent County Council

Kent County Council shall proportionately monitor individual provider performance through:

- Self-Assessment Framework (SAF) Reviews
- Spot checks
- KPI monitoring

Continued failure to deliver on targets will require an intensive intervention, which may result in regular meetings and/or suspension from the framework agreement.

As minimum, both the Council's Contract Manager and the Contractor's Contract Manager shall attend all Performance Monitoring Meetings.

The objectives of performance monitoring meetings will be to:

- (a) Facilitate a collaborative working relationship between the Council and the Contractor and an open and transparent exchange of information and views and encourage the identification of issues or potential issues and their resolution:
- (c) Review the performance of the Contractor in delivering the services and delivering the required outcomes;
- (d) Consider opportunities for development and transformation within the service
- (e) Review and consider such other matters as may be relevant to this Contract as agreed between the Council and the Contractor from time to time.

As soon as practicable following each performance monitoring meeting, the Council will prepare minutes of the same and submit these to the Contractor for their approval. Such approval should be given or withheld by the Contractor within ten Business Days of receipt of such minutes. Where no response is received within such period, the Contractor will be deemed to have agreed the content of the relevant minutes.

11.0 Inadequate Performance

- 11.1 If the Council, through its contract management and performance monitoring processes, believes that the Contractor's performance is continuously poor and/or that re-occurring problems are not being resolved, a formal warning will be issued.
- 11.2 The formal warning will state that:

- (a) The current level of performance is not adequate;
- (b) An explanation of why this is the case; and
- (c) An action plan rectifying the poor performance will be required.
- 11.3 The Contractor will be working closely with the Contract Manager to establish a credible action plan to recover the current failings. Both the Contract Manager and Contractor having worked closely through the performance management meetings will agree an action plan outlining key tasks, milestones, timescales and identified resources within 10 working days of receiving its formal warning. The action plan must be agreed by both parties.

12.0 Information Security

- 12.1 The Council reserves to right to audit the Contractor's Information Security Management System to ensure that it complies fully with ISO27001 to safeguard the confidentiality, integrity and availability of information. The audit may be undertaken by the Council or by an independent third party appointed by the Council.
- 12.2 Where any part of the Contractor's organization, which is utilized to deliver any part of the Service, fails to comply fully with ISO27001, then the Council's Contract Manager will investigate why this is and work with the Contractor to agree an action plan for resolving the issues identified as promptly as possible.

13.0 Sharing of Information

At any time on reasonable request from the Council, the Contractor will supply the Council with such information and reports as the Council reasonably requires from time to time in relation to this Service. The Contractor will share information appropriately and comply with the Kent and Medway information sharing agreement

http://www.kent.gov.uk/ data/assets/pdf file/0012/14043/information-sharing-protocols.pdf

SCHEDULE 14 – APPENDIX A

TEMPLATE ACTION PLAN

KPI	Current Performance Level	Issue / reason identified	Action to be taken	Expected outcomes	Timescale
Specify the reference number of the relevant KPI.	Input current performance level, current date and RAG status.	Is the supplier aware of the problem? Is there a clear failure to perform? Has the Council contributed to the failure in any material way? How significant is the problem? What are the relevant conditions of contract?	What is the proposed solution? Who shall do what? What is the cost of resolution? Dates of progress meetings and reviews? Agreed problem- solving mechanisms and dispute resolution processes?	Specify SMART objectives and expected outcomes (i.e. anticipated service improvements).	Specify deadline for action to be completed.