



## SCHEDULE 14 – CONTRACT MANAGEMENT

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## 1 Points of Contact

### 1.1 The Contractor

	<b>1<sup>st</sup> Point of Contact (Contract Manager)</b>
Name	[insert details post Contract award]
Position	
Email	
Telephone	
	<b>2<sup>nd</sup> Point of Contact</b>
Name	[insert details post Contract award]
Position	
Email	
Telephone	
	<b>3<sup>rd</sup> Point of Contact</b>
Name	[insert details post Contract award]
Position	
Email	
Telephone	

### 1.2 The Council

	<b>1<sup>st</sup> Point of Contact (Contract Manager)</b>
Name	Nicola Bowden
Position	Commissioner
Email	Nicola.bowden@kent.gov.uk
Telephone	03000418371
	<b>2<sup>nd</sup> Point of Contact</b>
Name	Steve Lusk
Position	Senior Commissioner
Email	Steve.lusk@kent.gov.uk
Telephone	03000 410258
	<b>3<sup>rd</sup> Point of Contact</b>
Name	Christy Holden
Position	Head of Children's and Public Health Commissioning
Email	
Telephone	

## 2 Mobilisation

- 2.1 From the contract commencement date, the Contractor will deliver services to Kent County Council as specified in Schedule 2 (Specification); therefore, the Contractor must be adequately mobilised with the capacity and capability to deliver the required Regulation 44 service from the contract commencement date.
- 2.2 The Contractor is expected to be fully mobilised before the contract commencement date. The Contractor must specify the cost of mobilisation in Schedule 3 (Pricing) of the Contract.
- 2.3 The Contractor will liaise with the Council Representative regarding the transfer of/access to all relevant current written/electronic information relating to the service.
- 2.4 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 inhouse Service Managers will provide the Contractor with a list of the Council's relevant operational business units and contact details once the Contract is awarded.
- 2.5 Relevant systems training for the Contractor's staff shall be arranged by the Council's Contract Manager once the Contract has been awarded.

### 3 Key Performance Indicators (KPIs)

- 3.1 From the contract start date, performance will be measured against the targets outlined below which have been adjusted in accordance with Section 4. These *targets* will continue to be reviewed to agree and establish performance targets for the remainder of the contract. Over the lifetime of the Contract, the Council will work with the Contractor to develop further KPIs as necessary.

	Key Performance Indicators	Current Performance Level	Stretch	Green	Amber	Red	Frequency
1	The independent visitor will carry out 12 calendar monthly visits with the 6 identified inhouse short break units. This increasing to 7 units 2023.	NA	N/A	100%	90%	<80%	Monthly
2	Following the independent visits, Monthly reports must be submitted to the local authority and Ofsted within 5 working days of said visit.	NA	100%	90%	60%-89%	<60%	Monthly
3	The number of reports returned in the month, returned by the Local Authority to the contractor due to omissions, inaccuracies, and/or overall poor standard.	NA	0	1	2	3	Monthly

## 4 Review of Targets

Contract management meetings will be held quarterly and expected to be held primarily as virtual meetings, but if required the provider is expected to attend face to face meetings in the Kent Area. These meetings will focus on achievement of above requirements and discuss any themes arising from the visits.

## 5 Performance Monitoring

- 5.1 The Council will monitor the performance of the above KPIs through monthly data reporting as outlined below.
- 5.2 Any issues that arise around the capacity of the service/ability to deliver must be highlighted immediately to the Contract Manager where a discussion will be arranged between to investigate capacity, throughput and negotiation to ensure the contract is being delivered efficiently.
- 5.3 Performance monitoring meetings will be organised by the Council's Contract Manager. The approach to performance monitoring will be based upon a risk-based approach which will determine the frequency and intensity of the contractual meetings.
- 5.4 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.
  - b) Review the performance of the Contractor in delivering the service and achieving the required outcomes.
  - c) 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.
- 5.5 If the Contractor is issued with a formal warning, then the timeframe for meetings will increase to monthly to resolve issues before determining complete failure and potential contract termination.
- 5.6 As a minimum, both the Council's Contract Manager and the Contractor's Contract Manager shall attend all performance monitoring meetings.
- 5.7 Following each performance monitoring meeting, the Contract Manager will prepare minutes and share these with all meeting attendees for their approval. Such approval should be given or withheld by the Contractor within ten business days of receipt. Where no response is received within this specified period, the Contractor will be deemed to have agreed the content of the relevant minutes and a final version will be published.

## 6 Performance Management

- 6.1 The Council will take action in relation to amber or red performance of the KPIs defined in Section 3. This action will be in the form of requiring Improvement Plans initially, but with further sanction of formal warning or ultimately termination of contract if performance does not improve.
- 6.2 The Contractor will be required to respond flexibly and work with the overnight short break units to ensure good service levels continue to be achieved.
- 6.3 Following the initial six months of the contract, the Council will require the Contractor to agree an Improvement Plan if overall performance:
- Has an amber rating on one or more KPIs over 2 consecutive months.
- 6.4 The Contractor will work closely with the Contract Manager to establish a credible Improvement Plan to recover the failings. Both the Contract Manager and Contractor will work closely through the performance monitoring meetings and will agree an Improvement Plan outlining key tasks, milestones, timescales and identified resources within 10 working days of receiving the formal warning. The Improvement Plan must be agreed by both parties.
- 6.5 The Council will consider a contract termination if the Contractor receives two formal warnings during the lifetime of the contract, or if the Contractor continues to perform at a red rating for 3 consecutive months. A formal notification will be sent to the Contractor of the Council's intention to terminate the Contract as set out under Clause 52 (Termination on Default) of the Contract Terms and Conditions.
- 6.6 If the Council has a particular concern about any one KPI that is red within an overall green or Amber performance of the Service, the Contract Manager will raise the concern at the next performance monitoring meeting, or an urgent meeting will be arranged (depending on the level of risk associated with the issue) to discuss the issue and a way forward, implementing an Improvement Plan and setting clear objectives with a review date.
- 6.7 If performance does not improve, or the Contractor fails to engage proactively with Improvement Planning, the Council will issue a formal warning:
- 6.8 The formal warning will state:
- a) The current level of performance is not adequate;
  - b) An explanation of why this is the case; and
  - c) Notification that a further Improvement Plan rectifying the poor performance is required.
- 6.9 Following formal warning, if performance is rated as red in any one month out of the following three months the Council will consider a contract termination. A formal notification will be sent to the Contractor of the Council's intention to terminate the Contract as set out under Clause 52 (Termination on Default) of the Contract Terms and Conditions.

## 7 Contract Management Meetings

7.1 The following meeting structure will be applied to the management of the contract:

Meeting	Purpose	Frequency	Attendees
Performance Monitoring and Management meeting	Contract management meeting to monitor KPIs, discuss any necessary improvements and good practice. Feedback from both directions.	Quarterly	Contact Manager KCC Independent Visitor Contractor lead Service manager KCC

## 8 Reporting Arrangements

Data will be submitted monthly via a data collection method developed by KCC. The contractor shall submit data via the collation method on the last Friday of each calendar month.

## 9 Standards

9.1 Normal standards apply. Where the Contractor fails to meet the minimum service requirements or standards specified in Schedule 2 (Specification), then the Council's Contract Manager will investigate why this has occurred and work with the Contractor to agree an action plan for resolving the issues identified as promptly as possible. Where the Contractor continually fails to meet the minimum service standards specified in Schedule 2 (Specification), after the Council's Contract Manager has worked with the Contractor to agree an action plan for resolving the issues, the Council has the right to terminate the contract.

## 10 Information Security

10.1 The Council reserves the 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.

10.2 Where any part of the Contractor's organisation, which is utilised 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.

## 11 Governance

N/A

## 12 Sharing of Information

12.1 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/protocols.pdfdata/assets/pdf\\_file/0012/14043/information-sharing-](http://www.kent.gov.uk/protocols.pdfdata/assets/pdf_file/0012/14043/information-sharing-)



**Appendix A – Template Action Plan**

KPI	Current Performance Level	Issue / reason identified	Action to be taken	Expected outcomes	Timescale

