# Performance Management Framework

# Direct Payment Support Service

**Contract Management and Quality Assurance Schedule**

**Performance and Quality Assurance Standards**

Providers will be monitored against a number of predetermined performance and quality standards which are highlighted in the Schedule.

The objectives of the Key Performance Indicators and Quality Assurance standards are to:

- ensure that the Services are of a consistently high quality and meet the requirements of the Council;
- provide a mechanism whereby the Council can attain meaningful recognition of inconvenience and/or loss resulting from the Provider's failure to deliver the level of service for which it has contracted to deliver; and
- the Provider to comply with and to expeditiously remedy any failure to comply with the Key Performance Indicators.
- respond to the referral of a request for services. The Provider shall, at all times, provide the Services in such a manner that the Key Performance Indicators are achieved..

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**1.1 Quality Specific Standards**

The Provider is expected to have in place robust governance framework and supporting processes, which ensure that it is compliant with appropriate legal requirements and standards. We would expect the governance framework to include but not be limited to the following:

- Communication between service users, families, parents, carers and staff (including managers);
- Communication between staff across wider services, including managerial staff;
- Effective reporting and monitoring mechanisms for issues of concern whether relating to the service users, or people connected or employees;
- Service user recording;
- Working with families and carers;
- Transition of young people into adult services;
- Service IT / data recording and storage systems;
- Incident reporting and health and safety matters;
- Child Protection & Adult Protection – Safeguarding;
- Reporting and monitoring of incidents and accidents to staff, volunteers and service users [including the management of violence and domestic violence];
- Health & Safety Inspection, and fire safety;
- Inspections by Commissioners;
- Complaints and Compliments management for paid staff, volunteers and service users;

- Service user engagement and co-production;
- Records Management;
- Equality of opportunity in service provision, recruitment and employment;
- Occupational health;
- Information sharing and Information Security;
- Policies relating to confidentiality of information;
- Codes of conduct for staff and service users;

All appropriate policies and protocols as detailed in the Direct Payment Support Service Specification must be in place following contract award and prior to the service mobilisation phase being completed. The Authorised Officer is to receive information and assurance that these are current and in place [including with sub contracted services]. Clear and routine review arrangements to maintain effective governance would also be expected. Service users must be made aware of the range of policies which may impact upon their support and be given access to them should they wish.

### 1.1.2 Quality Assurance

The Provider is required to complete quality assurance checks in relation to Service delivery to ensure that outcomes are being met and that contract compliance is achieved.

a) The Provider will have quality assurance processes which clearly includes the standards and indicators to be achieved and monitored on a continuous basis by the Provider to ensure that the Service is delivered in accordance with the best interests of the Service User
b) The quality assurance processes will include the standards required, the method of attaining the standards and the audit procedure
c) The quality assurance processes will analyse feedback and measure the success of the Service in meeting the requirements set out in this Service Specification and the Monitoring Schedule
d) A quality assurance report summary will be made available to Service Users and the Council upon request
e) There must be various means for Service Users to supply feedback with regards to Service delivery and outcomes being met. These methods need to take into account Service Users and their preferences as to the mechanism of feedback (questionnaire, interview, phone call, Service review etc.) and the most appropriate format (i.e. language, pictorial, font size)
f) When negative written feedback is received by the Provider, either formally or informally, a formal written response from the Provider will be supplied noting its receipt and the action that will follow. This feedback will be copied to the Council.
g) The Provider will be committed to continuous Service development.

## 2.1 Performance Management

### 2.1.1 Performance Management Reporting

The Provider must ensure that a dedicated 'Performance Management Function' is established as part of the contract to provide system wide reporting on the Direct Payments Support Service. The Provider will ensure the effectiveness of such reporting, demonstrating assurance processes for systems and procedures to Authorised Officers and other key stakeholders, and support the continued development of both output and outcome monitoring for the service.
The Provider is required to complete performance checks in relation to Service delivery to ensure that outcomes and contract compliance are being met.

a) The Provider is responsible for having performance and quality assurance processes that are capable of providing evidence of achieving outcomes, quality of Service and Key Performance Indicators
b) It is the Providers' responsibility to submit performance and quality information and failure to complete and return the required information will be dealt with under Service failure and contractual action
c) The Council may choose to further verify submitted claims through feedback from Service Users, Council Staff, Provider staff interviews and/or feedback as required
d) The Provider must have robust business continuity and contingency plans in place with regards to all levels of Service interruption or disruption. If Service interruption or disruption occurs, the Provider is to notify the Council immediately and ensure that alternative provision is sought. The Council will seek to recoup any charges incurred.
e) The Provider will need to evidence ongoing business viability in order that risks or threats to Service delivery are minimised and any threat to the Service User, the local branch, the overall organisation or the Council is highlighted well in advance to the Council of any potential or actual incident
f) The Provider will allow inspection (insofar as it is relevant to the provision the Direct Payment Support Service and the financial stability of the Provider) of financial records upon being given reasonable notice in writing. This shall include details of rates of pay for staff to ensure legal compliance and any other information deemed necessary by the Council to ascertain the stability of The Provider workforce or business
g) The Provider must ensure that their nominated managers attend reviews, and submit monitoring information to The Council
h) The Council reserves the right to review or amend the contract management and quality assurance process during the contract term with one months' notice

Reporting requirements may change over the lifetime of this contract to embrace wider governance reporting structure requirements. Authorised Officers will hold quarterly contract monitoring meetings with annual performance reviews. The Provider will also be required to attend provider forums and work in partnership with service user forums. Authorised Officers will co-produce contract metrics with the Provider in instances when required eg a change in Legislation, a change in contract etc.

### 2.2 Performance Indicators

### 2.2.1 Key performance Indicators (KPI's)

The Council has set the following Key Performance Indicators (KPI's) and targets which will be used as part of the Service evaluation. Providers must submit their KPIs in their Quarterly Monitoring Returns and the Council will conduct various validation spot checks to determine the accuracy of the data submitted and the quality of the service delivered to Service Users. (See Appendix 1, sections 1 & 2)

Providers which fail to reach the relevant KPI targets, or do not adhere to specified timescales for submitting KPI information, will be subject to performance improvement measures.

### 2.2.2 Critical Performance Indicators

A Critical Performance Failure shall include:

a) in the opinion of the Authority the provider is persistently inputting the incorrect data/ submitting inaccurate data as evidenced.

b) any other delay on the part of the Provider without good cause in delivering the Services that could reasonably be considered by the Council as being inconsistent with the Provider performing its obligations under the contract agreement and in accordance with the service specification.

c) a refusal or non-delivery of the Services by the Provider.

Failure to comply will result in Service failure and will be dealt with via contractual action.

### 2.3 Outcomes

Outcomes can be defined as what a person wishes to achieve in order to lead their day-to-day life in a way that maintains or improves their health and wellbeing. These outcomes will vary from one person to another because each individual Service User will have different interests, preferences, relationships, demands and circumstances within their lives.

The Provider must deliver a Service to meet individual Service User Outcomes and the service is to be delivered in line with the ethos and standards as detailed in the Service Specification.

### 2.3.1 High Level Service Outcomes

High level Outcomes are represented in the diagram below:

High level Service User Outcomes are to be achieved as follows (list not exhaustive):

### 2.3.2 Individual Service user Outcomes

Individual Service User Outcomes may be associated with multiple of the high level Service User Outcomes listed above.

The Provider is required to meet individual Service User outcomes using a person centred approach.

Examples of Outcomes and how Providers can document and meet those Outcomes are as follows:

| Strategic Outcomes | Service Outcomes | Individual Resident Outcome | Performance/ Evidence |
|---|---|---|---|
| Outcome 5 – People Live Well for Longer | Person Centred Care | Service User at the centre, rather than fitting them into services | Quantitative Performance data<br><br>Case studies |
| Outcome 2 – Cheshire East has a strong and resilient economy<br><br>Outcome 5 – People | Choices and preferences | Empowering choice, control and preferences for Service User and carers | Quantitative Performance data<br><br>Case studies |

| | | | |
|---|---|---|---|
| Live Well for Longer | | | |
| Outcome 2 – Cheshire East has a strong and resilient economy<br><br>Outcome 3 – People have the life skills and education they need in order to thrive | Respecting and Involving Service Users | Respecting, listening, involving and acting upon Service Users support needs | Quantitative Performance data<br><br>Case studies |
| Outcome 1 – Our local communities are strong and supportive<br><br>Outcome 5 – People Live Well for Longer | Care & Welfare of Service Users | Ensure that Service Users have access to appropriate care and support and that the service users welfare is at the centre | Quantitative Performance data<br><br>Case studies |
| Outcome 5 – People Live Well for Longer | Safeguards from Abuse or Risk of Abuse | Ensure that policies and processes are in place which safeguard Service Users from Abuse or Risk of Abuse, for example appropriate checks such DBS, references, CQC registration | Quantitative Performance data<br><br>Case studies |
| Outcome 3 – People have the life skills and education they need in order to thrive<br><br>Outcome 5 – People Live Well for Longer | Appropriate Workforce to Meet Needs | Ensure the workforce (Personal Assistant , agency, and Provider) has the appropriate skills, competencies, to meet the needs of Service Users | Quantitative Performance data<br><br>Case studies |
| Outcome 1 – Our local communities are strong and supportive | Access to a Quality Service | Ensure up to date, accessible information in respect of legislation, and staff are appropriately trained | Quantitative Performance data<br><br>Case studies |
| Outcome 1 – Our local communities are strong and supportive | Right to Complain | Ensure that there is a system in place so that Service Users are informed and empowered and understand their right to complain | Quantitative Performance data<br><br>Case studies |
| Outcome 1 – Our local communities are strong and supportive<br><br>Outcome 3 – People have the life skills and education they need in | Record Keeping | Ensure that there is effective governance and systems in place and that accurate recording keeping is provided and maintained for example | Quantitative Performance data<br><br>Case studies |

| | | | |
|---|---|---|---|
| order to thrive | | for audit and reviews | |

### 2.3.4 Service User Satisfaction Surveys

This is one way of the Provider determining and evidencing that service delivery has been achieved.

The Provider will collate all feedback centred around Service Users detailing information on Service improvements, the quality of provision and whether outcomes are being achieved, and report/make this available to The Council upon request as specified within the monitoring schedule.

In order for the Council to ensure that the Provider is actively seeking Service User feedback and to identify areas of good practice, the Provider shall conduct a Service User satisfaction survey each calendar year. The results of which will be sent to all Service Users, CEC funded or otherwise, or their appropriate representative.

The Council may also conduct routine Service User satisfaction surveys to directly obtain thoughts and views about the Service delivered by the Provider. These satisfaction surveys by the Council have no minimum or maximum frequency and can be completed at any time during the duration of the Agreement.

The format and method for conducting each satisfaction survey will be at the discretion of the Provider; however the Council reserves the right to request the Provider to alter the format, method or content of the Satisfaction surveys in order to ensure that the relevant information is obtained.

As soon as possible following the completion of each satisfaction survey and in any event within two (2) months of completing each satisfaction survey, the Provider shall make available the survey, its results and details of action taken in response to the survey.

The Provider shall permit the Council to use the information which is generated by the satisfaction surveys to assist it in future commissioning and procurement activities.

The Council may at its discretion gather Service User insight information. The Council may ask the Provider to address any issues which are highlighted through this insight information. The Provider will take steps to address the issues raised by the Council within the timescales set out.

The results must be available to the Council by 30th April every year. Failure to comply will result in Service failure and will be dealt with via contractual action.

## 3. Monitoring submission requirements

### 3.1 Monitoring Returns

The Provider is required to collate and return the monitoring information to the Council using the templates provided by the Council. The Council retains the right to amend or update the templates in if required, and Providers will be notified if any changes are made.

The Provider will strictly adhere to the timescales set out in this Schedule for returning monitoring information and failure to do so will result in service failure and / or contractual action being taken.

The Provider will comply with contract monitoring arrangements including sample checks of monitoring record (electronic or otherwise) and monitoring return validation. The Provider will be informed and consulted on changes to contract management arrangements as and when they occur.

#### 3.1.1 Quarterly Monitoring Return

The Provider shall provide a quarterly return to the Council giving the information requested in Appendix 1 in relation to the relevant reporting period.
Monitoring returns information is required to be received on the 15th of the month following the previous quarter (or the last working day prior to this date).

#### 3.1.2 Annual Monitoring Return

The Provider shall make an annual return to the Council which shall provide evidence of each of the areas identified in Appendix 1. The below information is to be submitted annually no later than 30 April.

| Area | Information Required |
|---|---|
| Financial and Insurance | • Evidence of insurance certificate |
| Workforce Development | • Workforce development plan<br>• Mandatory electronic training matrix for all Staff (this should state the employment start date, the scheduled completion date and the actual completion date for each mandatory training requirement)<br>• Staff turnover/ retention<br>• Recruitment plans and proposals<br>• Vacancy levels |
| Service Delivery | • Data included in the monitoring return, |

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| | see Appendix 1<br>• Results of Service User surveys<br>• Details of safeguarding enquiries<br>• Numbers of complaints/comments (with data available for individual complaints upon request by the Council)<br>• Improvement initiatives/development of expertise and specialist knowledge |
| Health and Safety | • Health and Safety incidents<br>• Any changes to health and Safety policies or procedures |
| Policies and Procedures | • All new or updated policies and procedures to be submitted, as detailed in Section 7.7 of the Specification |

### 3.2 Submission of Returns

The Council is committed to simplifying the collection and analysis of monitoring information and will implement a process which will require submission of information electronically either by email or a secure portal. The Provider is required to have the facility to undertake this. In the event that the Provider fails to submit accurate monitoring information in accordance with this schedule, this shall constitute a Service Failure.

### 3.3 Data Submission KPI's

The below KPI's are relevant to any information or data which the Provider is contractually obliged to submit to the Council, including finance data, monitoring returns and any other information as detailed within the Monitoring Schedule or Service Specification.

**a) Timeliness of data and information submissions**
Providers are to submit the required data and information to the Council as per the stated timescales e.g. monthly, quarterly.
**Target: 95%**

**b) Accuracy of data and information submissions**
Providers are to submit accurate data and information to the Council (and are to ensure that any checking processes put in place by the Council is adhered to prior to submitting the data or information)
**Target: 95%**

If data or information is not submitted to the Council as per the required timescales for three consecutive periods, then this will result in service failure and contractual or improvement action being taken.

The three periods are proportionate to the set timescales in place within this agreement, e.g. if a data submission is required on a weekly basis and the data has not been submitted for three weeks this will result in service failure.

The accuracy of data will be spot checked and verified by the Council using various methods including checks of documentation such as assessments, cross referencing invoice and variations data and speaking with stakeholders.

### 3.4 Underperformance by Provider

Should the Council identify that a Provider is underperforming against the terms of the Agreement:

a) The Provider must produce a Service Improvement Action Plan which will be agreed with the Council and the Council may specify additional actions or requirements proportionate to any underperformance, including timescales.

b) Where there has been a consistent failure to achieving the KPI targets the Council reserves the right to make a payment deduction or pricing adjustment in accordance with the terms of the contract.

### 3.5 Implementation of Improvement Action Plan

Approval and implementation by the Council of any Improvement Action Plan shall not relieve the Provider of any continuing responsibility to achieve the Key Performance Indicators, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Council.

## 4. Contract Management and Quality Assurance Governance and Validation

### 4.1 Contract Management and Quality Assurance Meetings

The Provider will be required to attend regular contract management and quality assurance meetings chaired by representatives of the Council. These meetings will be set by the Council from the Commencement Date and will usually be in three monthly intervals.

The Council will arrange to meet with the Provider at least every quarter to review its performance against the provisions of this Specification and to discuss its plans for Service improvement. The Council reserves the right to alter the frequency of these meetings. Wherever possible, the meetings will be arranged by the Council in such a way that they do not impede the Provider in the delivery of the Service.

From time to time, officers from the Council may visit the Provider to verify evidence of service activity and compliance with the requirements of the Agreement and the Specification.

The Council will decide which Council representatives are to be in attendance at the meetings which may include Council staff from teams other than commissioning/ Contract Management and Quality Assurance.

**4.2 Monitoring and Quality Assurance Audits**

Monitoring, quality assurance, inspection or audit visits can be announced or unannounced and will be carried out by Council representatives. Monitoring and quality assurance visits can be carried out as part of a routine monitoring schedule for Providers to ascertain contract compliance or in response to general or specific concerns. The visits have no set duration and will depend on what aspects of the service are being monitored and quality assured.

The Provider may be subject to monitoring, quality assurance or audit visits and service reviews by the Council at any time during the duration of the Agreement. The Provider and staff must co-operate and engage in the process.

The visits or audits can include on-site visits to the Providers offices and Council representatives have the right to access all information in relation to the Direct Payments Support provided to Service Users, including:

a) Full Staff records (including DBS checks, insurance details, references, application forms, supervisions / appraisal records, disciplinary records, training records)
b) Full Service User records (including risk assessments, reviews, referrals to other professionals)
c) Full complaints records (including details of complaints, investigation, responses to complainants, actions taken)
d) Full safeguarding Records (including details of safeguarding alerts and concerns, enquiries, responses to safeguarding allegations, actions taken
e) All levels of insurance certificates
f) Any other documentation deemed relevant by the Council to a Service Users' needs, support delivery, wellbeing, health or in evidencing personal outcomes.

The Council may also undertake spot checks to satisfy itself as to the ongoing quality of service delivery and to validate performance data. Should any issues be identified, the Provider will ensure that remedial action is taken as per the Councils feedback and within the timescale specified at the time of notification or discussion.

Additional or more in-depth inspections or monitoring will be triggered by any of the following:

a) Whereby an active informal Improvement Notice or formal Default Notice is in place
b) An increase in Safeguarding incidents, or receipt of a serious safeguarding referral which may indicate risk to Service Users

c) Failure to meet required Key Performance Indicators or Best Practice elements
d) Contract Monitoring non-compliance
e) Concerns arising from previous audits or reviews
f) Concerns arising from Service User or representative feedback
g) Social Care reviews, concerns or feedback
h) Complaints (including verbal, written, formal and informal)
i) Whistle blowing
j) Changes in local branch / local management for this contract without adequate contingencies, handover or not informing the Council
k) Any other issues deemed to be a risk

**Appendix 1 - Monitoring Return**

**Key Performance Indicators and Quality Framework**

| Service Delivery | | Additional detail | Target | Reporting period |
|---|---|---|---|---|
| 1.1 | Client profile | Post Code/Ward, employment status, carer, volunteer, age, gender | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.2 | Number of referrals received in period | Total number of referrals broken down by source. Record any refusals and the reason why. | Breakdown as required in the monitoring workbook. **Minimum 900 referrals in a 12 month period** | Quarterly and annually |
| 1.3 | Number of referrals for Self Funders | Self funders that request information and advice. Also number who continue to receive a service | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.4 | Number of DP reviews supported | Number of clients supported in the review of their direct payment | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.5 | Number of DP audits supported | Number of clients supported with an audit of their direct payment | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.6 | Responding to referrals | Average length of time to respond to referrals for support ie from receiving the referral to meeting the service user | Breakdown as required in the monitoring workbook. (To be benchmarked over the first 6 months). **95% within 5 working days** | Quarterly and annually |
| 1.7 | Responding to audits | Average length of time to respond to audit requests ie average length of time to meet with the service user following a request for support relating to an audit. | Breakdown as required in the monitoring workbook. (To be benchmarked over the first 6 months). **95% within 5 working days** | Quarterly and annually |
| 1.8 | Responding to reviews | Average length of time to respond to reviews ie from the date a review is due to meeting the service user. | Breakdown as required in the monitoring workbook. (To be benchmarked over | Quarterly and annually |

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| | | | the first 6 months). **95% within 5 working days** | |
| 1.9 | Number of PA recruitments supported | Number of clients who are supported to recruit a personal assistant | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.10 | Number of care packages brokered | Number of clients for which care packages were brokered through care agencies | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.11 | Number of follow up checks | Record the number done after 4 weeks and 4 months | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.12 | Number of volunteer opportunities | Number of volunteers opportunities provided | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.13 | Number of surgeries and workshops delivered | Number of surgeries and workshops delivered to support social work staff and other professionals | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.14 | Peer support meetings | Peers support groups facilitated | Breakdown as required in the monitoring workbook | Quarterly and annually |
| 1.15 | Case Studies | Demonstrating the impact of the service in terms of social value | Complete as part of the monitoring workbook | Quarterly |

**Outcomes Framework**

| | Service Outcomes (2.3.1 above) | Outcome Indicator / Monitoring Tool | Reporting period |
|---|---|---|---|
| 2.1 | Person Centred Care | Service user feedback/Case study | Quarterly and annually |
| 2.2 | Choices and preferences | Service user feedback/Case study | Quarterly and annually |
| 2.3 | Respecting and Involving Service Users | Service user feedback/Case study | Quarterly and annually |
| 2.4 | Care & Welfare of Service Users | Service user feedback/Case study | Quarterly and annually |
| 2.5 | Safeguards from Abuse or Risk of Abuse | Service user feedback/Case study | Quarterly and annually |
| 2.6 | Appropriate Workforce to Meet Needs | Service user feedback/Case study | Quarterly and annually |
| 2.7 | Access to a Quality Service | Service user feedback/Case study | Quarterly and annually |
| 2.8 | Right to Complain | Service user feedback/Case study | Quarterly and annually |
| 2.9 | Record Keeping | Service user feedback/Case study | Quarterly and annually |

**Social Value Measures**

| Objective | Outcomes | Evidence (annually) |
|---|---|---|
| 1. Promote Employment & Economic Sustainability | Outcome 1:<br>More local people in work | Number of local people employed through this contract |
| | Outcome 2: Responsible businesses that do their bit for the local community | Engagement with local communities |
| 2. Raise the living standard of local residents | Outcome 3:<br>A Local workforce which is fairly paid and positively supported by employers | Appropriate market salary for staff. Other support offered to employees. |
| 3. Promote Participation and Citizen Engagement | Outcome 4: Individuals and communities enabled and supported to help themselves | Engagement with local communities |
| 4. Promote Equity and Fairness | Outcome 5: Acute problems are avoided and costs are reduced by investing in prevention. | Prevent escalation of needs |
| 5. Promote Environmental Sustainability | Outcome 6:<br>We are protecting our physical environment and contributing to climate change reduction. | Re-cycling, reduced carbon footprint |