

London Borough of Southwark and South East London Clinical Commissioning Group

Community-based Re-ablement Tender

Appendix 2 Performance Framework

Schedule 2: Performance Framework:

Key Performance Indicators

The principal requirements in the delivery of the reablement service are set out in the following Key Performance Indicators (KPIs).

The balance of KPIs are primarily focused upon the delivery of 'outcomes' for individual service users and for the wider health and social care system, rather than upon 'inputs' – which traditionally, may have led to a quality service.

KPIs will inform both performance monitoring and inform contract reviews, along with any determination by the Council of a need to meet more frequently – an example being where an improvement plan has been agreed between the Council and the Service Provider- for the purposes of monitoring and supporting improvement.

The service provider will be expected to comply with the requirements of their registration and any required actions for improvement as determined from time to time by the Care Quality Commission (CQC).

Key performance indicator	Target	Measured by
% of individual outcomes achieved	80%	To be measured through progress on the individuals reablement plan monitored by the Service Provider and the Councils in-house therapy team
% of people having a reduction in on-going care support	75%	To be measured at individual service user reviews and at service exit.
Average length of stay	4 weeks	First visit to service cessation as reported by the Service Provider
% of reablement referrals accepted	100%	Provider report with number of referrals accepted and reasons for any declined
User survey % of people identifying improvement in independence and self-care at service cessation	95%	User survey undertaken by the Service Provider and reported 6-monthly to the Council
All quality alerts are considered & investigated & responded to within agreed timescales	95% of quality alerts are resolved satisfactorily within five working days	<p>Number and outcomes of Quality Alerts responded to within agreed timescales</p> <p>Should the number of quality alerts go above 5% of the service user populations, this will trigger a concern</p>
Staff are suitably trained, inducted and experienced	100%	Annual training schedule. Number of staff supervision sessions provided each month.
Service users remaining at home 91 days after discharge from hospital	90%	Number of people re-admitted to hospital following reablement support & reasons why
Referrals by the service provider to other services including community and universal services	No target	Provider records

Complaints which have been raised to the local authority, the provider must submit their investigation finding and outcomes within 10 working days.	X number of complaints upheld	Provider records and quarterly reports to the monitoring officer
Provider works effectively in the delivery of the reablement /care and support plan with other professionals involved. Ensuring a holistic approach and functions in a multi-agency way	<p>Staff contribute to documentation as required 100% of cases</p> <p>Staff raise directly with other professionals, health or social concerns in respect of prevention issues or deterioration in 100% of relevant cases</p> <p>Staff attend case review meetings and Multi-disciplinary meetings as when required</p>	<p>Qualitative</p> <ul style="list-style-type: none"> Case study of effective partnership working, and impact on service user and provider <p>Quantitative</p> <ul style="list-style-type: none"> No. of meetings attended
Compliance with the Southwark Ethical Care Charter (SECC)	100% compliance	Monitoring visit – evidence of compliance, staff contracts, payroll reports and any other supporting information requested by contract monitoring officer
All staff receive planned and recorded individual supervision from their designated supervisor on at least a quarterly basis	100% of reablement	Staff records
<p>All reablement staff have an annual written appraisal including training plan and feedback from service users</p> <p>All reablement staff should have the opportunity to meet together to ensure there is effective team working and communications on at least a 6-monthly basis</p>	100% of reablement Staff	<p>Quarterly return</p> <p>Annual Staff survey conducted by Council</p> <p>Sample review interviews by the Contract Monitoring Officer</p>

Staff obtain the Care Certificate within 12 weeks of starting employment	100% of Care Staff	<p>Quarterly return</p> <p>Annual Staff survey conducted by Council</p> <p>Sample review interviews by the Contract Monitoring Officer</p>
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N. B. An annual review of all performance and data sets will take place in order to ensure that i) information being collected is relevant and useful and ii) that adjustments can take place to reflect changing priorities and iii) to enable new performance measures to be tested and given a lead in time which will reflect complexity or importance of the new requirements

Quality Assurance

1. In addition to the KPIs the Service Provider will ensure:
 - a. Robust quality assurance processes are in place and compliant with local and national standards and best practice.
 - b. All staff employed will be aware of the Services quality monitoring processes and procedures.
 - c. An escalation policy is in place that outlines a process for staff when they have concerns about Service Users or when an incident has occurred.
 - d. Full co-operation with statutory and authorised officers of the Council as and when required.
 - e. The Council is informed of any incidents.
 - f. The Service Provider has established systems that promote continuous improvement in the quality of care and support.
 - g. To share with the Council all inspection reports produced by the CQC or other regulatory body; and furthermore, notify the Council (within 48-hours) where the service has been required to improve its standards by an inspection or regulatory body
2. Forward copies of all improvement notices from an internal audit, the CQC or other inspection body. These will also be available to Service Users and their families on request
3. Inform the Council at the earliest opportunity of any change of Registered Manager
4. The Service Provider will ensure relevant staff representation at quality assurance meetings to discuss the outcomes of any monitoring or visits as required by the Council.

5. The Service Provider will inform the Council immediately of (and provide details of how) they will deal with the following:
 - a. any action taken or proposed to be taken against the Service, its registered manager or staff
 - b. any proposals / plans to transfer the management or provision of the Services to another service provider; cease or change or significantly curtail the Services
 - c. any proposed or actual cancellation of the Service Providers registration by the CQC
 - d. any circumstance in which the Service Provider's safeguarding adult's procedures have been invoked
 - e. financial difficulties experienced by the Service Provider
 - f. any other areas of concern that impact on the Service Providers' ability to deliver the Services under this specification/contract

Part 4 - Consistent failure shall mean:

6. a) Fails to meet 3 or more of the agreed KPIs in a period of 6 months. These will relate to the performance measures in *Appendix 2 (Performance Framework)*

AND/OR

d) The Service Provider repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

AND/OR

c) Over a 12-month period the numbers of Safeguarding or Quality Alerts raised exceed 5% of the user population.

7. In the event of a consistent failure the Service Provider will be asked to put in place an improvement plan approved by the Council. If the reasons for the failure raise concerns around safe practice, then alongside the improvement plan there may be an embargo in place to prevent new referrals. This will then be subject to enhanced monitoring.
8. If these measures fail then the Council will consider suspension or termination of the contract as outlined within the contract and the default process outlined in part six below.

Part 5 - Serious Performance Breaches

9. A serious performance breach will trigger immediate consideration of suspension of the contract. This will occur if:
 - 9.1 The Service Provider's CQC rating falls to inadequate – this will result in:
 - Consideration around an embargo/suspension of the contract
 - (In the event that the CQC registration is rescinded) the contract will be terminated (and schedule 7 Exit Plan will be implemented).
10. The Council may require the Service Provider to bring in a new management staff to have oversight of the care and support provision. The Council may bring in an expert to co-manage the care and support.

Part 6 - Default and Remediation Notice Procedure

11. A Default Notice (1) issued in accordance with clause 6.2 of the contract shall be specific to a task or group of tasks, or a breach of this agreement and shall specify the failure or defect in performance or breach of agreement, the remedy required and the time within which it shall be carried out.
12. The Service Provider shall notify the Council's Authorised Representative when it considers it has complied with the Default Notice (1).
13. A Default Notice (2) may be issued by the Council where the Service Provider has failed to comply with a Default Notice (1).
14. Where the Service Provider fails to comply with any Default Notice (2), the Council shall be entitled to issue further Default Notice (1) and Default Notice (2) as appropriate.
15. The Council shall be entitled to levy an administration charge of £200 for the first Default Notice issued and £300 for any and each subsequent Default Notice.
16. A Remediation Notice may be issued by the Council in accordance with clause 37.1(a) of this contract where the Service Provider is in breach of any material obligation and shall specify the failure or defect in performance, the remedy required and the time within which it shall be carried out.

DEFAULT NOTICE – FLOW CHART

Consistent Failure

Consistent failure = 3 or more agreed KPIs in a rolling 6 months

Repeatedly breaching any terms of this agreement

Over a rolling 12 months the number of safeguarding concerns demonstrating a trend

Numbers of safeguarding or quality alerts exceeding 5% of user population that indicate provider failure.

Breach's in relation to any of the following:

- the Modern Slavery Act 2015 Contractual clause 8.9
- Prevention of Bribery clauses 33.1 and 33.2

Default notice 1 issued
Admin fee £200

Improvement Plan

Default notice 2 issued
Admin fee £300

Embargo

Serious failure

CQC rating drops to inadequate

Safeguarding issue

Fails to have Registered Manager on site

Council believes their Service Users are in serious risk of harm

Suspend or terminate contract

Default notice issued Admin fee £500

Suspension of contract

Serious Performance Breaches

