**Annex 4**



**Provision of Home Care Services**

**Home Care – Performance Management Framework**

**March 2016**

1. **Introduction**
   1. This section sets out the key steps prior to the start of any service being delivered or received. These steps are vital in ensuring that all parties are clear on what the person needs from their service, who will be asked to deliver this, how this must be delivered and who will do what. This section will also describe the key documents that are produced during these stages.
2. **Performance Management Framework Definitions**
   1. The words and expressions in this schedule have the meanings assigned to them in Clause 1 of the Contract.
3. **General Information**
   1. Care services must be CQC registered and compliant with all aspects of their registration.
   2. All parties to this contract are responsible for ensuring that vulnerable people in Bristol receive high quality care and support. By this, we mean that people who need it should have access to:
4. High quality community-based support and services
5. Real choice in the help they receive
6. Maximum control over the way they live their lives
   1. 1.3.3 The Council requires all Main Providersto set up and deliver services to support the dignity, respect, diversity, values and human rights of the people receiving the service. The Council will check that this happens by means of a quality assurance (QA) framework, which will be shared with the Homecare Partnership Group, and will include QA visits by Council staff and lay assessors, the monitoring of complaints and service monitoring information (SMIF) forms for staff to feedback on the quality of the Services and information required under the contract. Provider’s performance in delivering these services will also be monitored in accordance with the Council’s performance management framework (PMF). This will include Key Performance Indicators (KPIs) as outlined in this PMF document.
   2. This PMF will address performance issues and failures that are integral to the ongoing delivery of high-quality services that the Council expects to be delivered through this Agreement. Failure to meet any of the Target Levels will be determined by the Council through a

‘RAG’ rating system. (See Table 1)

* 1. The Provider will be expected to evidence a number of agreed performance measures against each Target Level. This evidence will take the form of a regular data return to the Council that meets the requirements set out in this document.
  2. The Provider will be responsible at all times for the monitoring and accurate recording of the performance of its own services of its compliance with the requirements of this PMF.
  3. The council will use this PMF to monitor the performance of the provider and it will apply throughout the Contract Period.

1. **Contract Management Meetings**
   1. The Council will require Main Providers to attend meetings to discuss their performance. These meetings will consider information obtained through the PMF and the QA Framework. These meetings are:
   2. Contract Meeting – a quarterly meeting (may be more regular in exceptional circumstances) that looks at all aspects of provider performance. This meeting will have a focus on any areas identified for improvement, i.e. any default notices, provider warning notices or target level failures. This will also be an opportunity for the provider to raise any issues they are having within this contract. Attendance at this meeting is restricted to representatives of the commissioner/s and providers. Main Providers are required to attend these contract management meetings. Either party can request an emergency meeting by giving the other party at least two working days’ notice, with the length of notice being proportionate to the significance of the issues they wish to raise.
   3. Home Care Partnership Group (previously called Home Care Provider Forum) – this will be a single bi-monthly meeting open to the commissioner/s and all providers. It will be an opportunity to discuss key issues that affect most / all Main Providers operating under this contract. Attendance at these meetings by Main Providers is optional but strongly encouraged.
   4. Contract Performance Meeting – this will take place at least annually. This will be a meeting to review the performance of the Main Provider within the zone. Each meeting will take place within that zone and be open to all key stakeholders (e.g. service users, family, Councilors). The agenda will be based around key performance information but will be open to all stakeholders to raise any items relevant to them. Representatives from the Main Provider in that zone are required to attend these meetings.
2. **Performance measurement**
   1. The Council has developed a clear process for measuring providers’ performance against the KPI’s in this document. For each KPI, there will be three performance levels (Red, Amber and Green). The following scoring applies:

**Table 1. KPI’s Performance Thresholds**

|  |  |  |
| --- | --- | --- |
| **Threshold** | **Performance** | **Action** |
| GREEN | Target Level fully met | Remedial Action Plan |
| AMBER | Target Level partially met | Provider Warning Notice |
| RED | Target Level not met | Default Notice |

1. **Remedial Action Plan**
   1. This is the lowest level of the Council performance intervention and will be instigated if a provider fails to achieve the required standards in 3 or more of the target levels identified in the KPI’s. A Remedial Action Plan will highlight what the identified problem/s is and what action is required from the provider to rectify this. Typically the sequence of events will be:

**Table 2: Remedial Action Plan Structure**

|  |  |
| --- | --- |
| **Requirements for all Remedial Action**  **Plans** | **Examples of information required** |
| Details of the remedial action required and  why it is required | This will be a clear explanation of the target level failure identified and why this has resulted in a Remedial Action  Plan being initiated. E.g. a provider fails to hit the required % target for visit punctuality |
| Date of plan | This will be the start date for the plan and will typically be within one week of the target level failure being identified. E.g. target level failure identified on 14th June 2016, date of plan 17th June 2016 |
| Rectification timescale | This will be the timescale that the Council sets for the rectification of the target level failure. The timescale will always be proportionate to the nature and severity of the failure and will always give Main Providers sufficient time to be able to make any required changes and evidence through monitored performance. E.g. provider is given 3 months to increase visit punctuality to target % |
| Detailed methodology | This will set out the detailed requirements and recommendations from the Council to help the provider rectify the target level failure. E.g. for visit punctuality this could be asking Main Providers to check staffing levels, rota’s, care worker training, ask the provider to give evidence from EMS of each care worker’s visits to check if the problem is widespread or targeted to a few individuals, etc. |
| Resources required – Staff, Equipment, Management Expertise | This will set out the input that the Council expects from the provider to rectify the target level failure. This will be proportionate to the nature and severity of the failure. E.g. the plan may indicate that additional staff are recommended to avoid late visits, or that additional training for care workers to make sure they understand the impact of late visits and the actions they should take to avoid late visits or notify service users if they are going to be late. |
| Extra Monitoring and reporting frequencies to be agreed | This will set out the additional monitoring that BCC will undertake during the rectification period (and potentially beyond) to ensure that the provider is achieving the required target level. E.g. the Council could put in place monthly checks on the provider to monitor visit punctuality, etc. |
| Compensation | The Council could seek to recover all costs it incurs in finding and arranging alternative provision and where Main Providers fail to achieve KPIs 3 and/or 8. |

1. **Provider Warning Notice**
   1. These notices will be supported by a Remedial Action Plan that outlines the nature of the target level failure and the actions required from the provider to rectify this (unless a never event occurs and the Council considers that a Remedial Action Plan and / or provider warning notice are not required). Target level failures that are accompanied by a Provider Warning Notice are more serious than the Council just issuing a Remedial Action Plan in isolation and the provider will be expected to improve their performance quickly to avoid any further action from the Council. Typically the sequence of events will be:

**Table 3: Provider Warning Notice Structure**

|  |  |
| --- | --- |
| **Requirements for all Provider Warning**  **Notices** | **Examples of information required** |
| Issue provider warning notice and  accompanying remedial action plan | Provider Warning Notice will set out the nature of the target level failure, the reason/s why this has resulted in the  notice and an accompanying remedial action plan. |
| Written notice to the provider of the  number of Provider Warning Notices issued in the period and the consequences of repeated target level failures | The Council will set out in writing the performance to date of the provider and reference any previous target level failures and the impact any future failures could have. |
| Details of the remedial action required  and why it is required | This will be a clear explanation of the target level failure identified and why this has resulted in a Remedial Action  Plan being initiated. E.g. a provider fails to hit the required % target for visit punctuality |
| Date of plan | This will be the start date for the plan and will typically be within one week of the target level failure being identified. E.g. target level failure identified on 14th June 2016, date of plan 17th June 2016 |
| Rectification timescale | This will be the timescale that the Council sets for the rectification of the target level failure. The timescale will always be proportionate to the nature and severity of the failure and will always give Main Providers sufficient time to be able to make any required changes and evidence through monitored performance. E.g. provider is given 3 months to increase visit punctuality to target % |
| Detailed methodology | This will set out the detailed requirements and recommendations from the Council to help the provider rectify the target level failure. E.g. for visit punctuality this could be asking Main Providers to check staffing levels, rota’s, care worker training, ask the provider to give evidence from EMS of each care worker’s visits to check if the problem is widespread or targeted to a few individuals, etc. |
| Resources required – Staff, Equipment, Management Expertise | This will set out the input that the Council expects from the provider to rectify the target level failure. This will be proportionate to the nature and severity of the failure. E.g. the plan may indicate that additional staff are recommended to avoid late visits, or that additional training for care workers to make sure they understand the impact of late visits and the actions they should take to avoid late visits or notify service users if they are going to be late. |
| Extra Monitoring and reporting frequencies to be agreed | This will set out the additional monitoring that the Council will undertake during the rectification period (and potentially beyond) to ensure that the provider is achieving the required target level. E.g. The Council could put in place monthly checks on the provider to monitor visit punctuality, etc. |
| Compensation | The Council could seek to recover all costs it incurs in finding and arranging alternative provision and where providers fail to achieve KPIs 3 and/or 8. |

1. **Default Notice**
   1. These notices will always be supported by a Remedial Action Plan that outlines the nature of the target level failure and the actions required from the provider to rectify this. Target level failures that are accompanied by a Default Notice are the most serious notice that the Council can issue and mean that a provider has failed to achieve expected target level for a ‘critical’ performance measure. Typically the sequence of events will be:

**Table 4: Default Notice Structure**

|  |  |
| --- | --- |
| **Requirements for all Provider**  **Default Notices** | **Examples of information required** |
| Issue of default notice and  accompanying remedial action plan | Provider Default Notice will set out the nature of the target level failure, the reason/s why this has resulted in the notice and  an accompanying remedial action plan. |
| Written notice to the provider of the number of default notices issued in  the period and the consequences of repeated target level failures | The Council will set out in writing the performance to date of the provider and reference any previous target level failures and the impact any future failures could have. |
| Details of the remedial action  required and why it is required | This will be a clear explanation of the target level failure identified and why this has resulted in a Remedial Action Plan being initiated. E.g. a provider fails to hit the required % target for visit punctuality |
| Date of plan | This will be the start date for the plan and will typically be within one week of the target level failure being identified. E.g. target level failure identified on 14th June 2016, date of plan 17th June 2016 |
| Rectification timescale | This will be the timescale that the Council sets for the rectification of the target level failure. The timescale will always be proportionate to the nature and severity of the failure and will always give Main Providers sufficient time to be able to make any required changes and evidence through monitored performance. E.g. provider is given 3 months to increase visit punctuality to target % |
| Detailed methodology | This will set out the detailed requirements and recommendations from the Council to help the provider rectify the target level failure. E.g. for visit punctuality this could be asking Main Providers to check staffing levels, rota’s, care worker training, ask the provider to give evidence from EMS of each care worker’s visits to check if the problem is widespread or targeted to a few individuals, etc. |
| Resources required – Staff, Equipment, Management Expertise | This will set out the input that the Council expects from the provider to rectify the target level failure. This will be proportionate to the nature and severity of the failure. E.g. the plan may indicate that additional staff are recommended to avoid late visits, or that additional training for care workers to make sure they understand the impact of late visits and the actions they should take to avoid late visits or notify service users if they are going to be late. |
| Extra Monitoring and reporting frequencies to be agreed | This will set out the additional monitoring that the Council will undertake during the rectification period (and potentially beyond) to ensure that the provider is achieving the required target level. E.g. the Council could put in place monthly checks on the provider to monitor visit punctuality, etc. |
| Compensation | The Council could seek to recover all costs it incurs in finding and arranging alternative provision and where Main Providers fail to achieve KPIs 3 and/or 8. |

* 1. If the Provider fails to comply with the Remedial Action Plan within the agreed Rectification Period (length of time given by the council for the provider to improve), the Council will issue a new Remedial Action Plan as if the same target level failure had re-occurred. Repeated failure to rectify target level failures (either individual Target levels or a combination thereof) will continue to accumulate in accordance with this Performance Management Framework until the threshold for a Provider Warning Notice is reached, as outlined in Table 4 (below). Additional remedial action plans will trigger an automatic Provider Warning Notice which shall be issued at the expiry of further rectification periods until either a) the Service Failure has been rectified or b) 2 or more Provider Warning Notices accumulate and a Provider Default Notice shall be served.

**Table 5: Performance Bank – Cumulative Thresholds for Remedial Action Plans, Provider Warning or Default Notices**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Remedial Action Plan** | **Provider Warning Notice**  **Threshold** | **Default Notice Threshold** | **Consistent Failure** |
| Cumulative Performance Thresholds | Remedial action plans put into  operation by the Council where a provider fails in 3 or more Green KPI’s.  The issuing of 3 or more remedial action plans in any quarter will automatically trigger a Provider Warning Notice.  Remedial action plans will also support any provider warning notice or default notice as these plans will contain the action required by the provider and any follow up action to be taken by the Council. | (3 or more ‘Amber’ Target level Failures) or 1 or more ‘Red’ Target level Failures in any quarter.  All provider warning notices will be supported by a Remedial Action Plan which will contain the action required by the provider and any follow up action to be taken by the Council | 2 or more Provider Warning Notices over a rolling twelve (12) month period  OR  (3 ‘Red’ Target level Failures) or 6 ‘Amber’ Target level Failures in any quarter will result in an immediate Default Notice  Remedial action plans will support any default notice as these plans will contain the action required by the provider and any follow up action to be taken by the Council | Consistent Failure is defined as the  repeated failure of a provider to meet the required standards of the Council and is serious enough to warrant contract termination. This is the last resort for the Council and will only be taken after the following:  The Council serving 12 remedial action plans in a rolling quarterly period;  OR  The Council serving 6 provider warning notices over a rolling 12 month period;  OR  The Council serving 4 default notices over a rolling 12 month period |

1. **Consistent Failure**
   1. Consistent failure could result in contract termination and is defined as the repeated failure of a provider to meet the required standards of the Council. Consistent failure is classified as any of the following;
2. The Council serving 12 remedial action plans in a rolling quarterly period; or
3. The Council serving 6 provider warning notices over a rolling 12 month period; or
4. The Council serving 4 default notices over a rolling 12 month period
   1. The Monitoring Frequency for each Performance Criteria in the Performance Matrix is the minimum requirement. More frequent monitoring may be required on a case-by-case basis as part of any Remedial Action Plan. Where a Target level Failure comes to the notice of the Provider before the planned monitoring event, the Provider must still report such Service Failure as soon as practicable, and the Performance Management Framework will apply to this Target level Failure.
   2. Consistent failure may result in sanctions placed on the provider by the Council. These could include but are not limited to:
5. Compensation imposed on the Main Provider to cover any costs incurred by the Council in finding and arranging a new care package
6. Termination of the contract
7. **Key Performance Indicators**
   1. The following KPIs will be collected by the Provider and presented to the Council in the quarterly performance report. Each target will developed in collaboration with the Homecare Partnership Group based upon the current baseline of performance. These will form the basis of part of the discussion at each Contract Management Meeting and will also be used to highlight target level failure and the subsequent issuing of any remedial action plans, provider warning notices, etc.
   2. The performance frameworks and its content will be reviewed by the Council and the Homecare Partnership Group annually.
   3. Provider performance (as measured in the PMF) will be a key component of any future pricing review mechanism. Main Providers must be aware that the outcome of any price review, and the payment terms that they subsequently receive, will be affected by the level of performance against the PMF. In the most extreme examples, this may be that Main Providers receive less favourable payment terms than they would have received had their performance been higher.

**Table 6: Key Performance Indicators**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Performance**  **Area** | **KPI** | **Target** | **Reporting Period** | **Reporting Process:** | **Rationale** |
| Outcomes | KPI 1: % Service User  Outcomes achieved | XX% of service users  achieving and sustaining outcomes  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To ensure that providers  focus on achieving service user outcomes |
| Service User  Feedback | KPI 2: How satisfied is the  Service User with the home care service they receive? | X% of service users  satisfied  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To establish service user  satisfaction with their service including. |
| Managing  performance | KPI 3: Sanctions imposed  on provider by  Commissioner / Regulator | QA Rating  Placement restrictions  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To ensure the sanctions in  this PMF reflect those imposed by the commissioner / regulator |
| Service  delivery | KPI 4: Care worker  turnover | XX% of care worker  turnover  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To monitor providers’  overall sustainability in delivering care |
| KPI 5: Staff qualifications | XX% of staff qualified  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To monitor the level of care worker training supported  by the organisation |
| KPI 7: % of EMS  compliance | XX% of care worker visits  recorded electronically  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To ensure Main Providers use EMS correctly to provide accurate and robust information |
| KPI 8: Referrals accepted  / retained by main provider | XX% of home care packages accepted by main  provider  (To be agreed by Homecare  Partnership Group) | Quarterly  (To be agreed by Homecare Partnership Group) | Quarterly Performance Report  (To be agreed by Homecare  Partnership Group) | To ensure Main Providers are accepting the proportion of care packages expected and required. |

**Table 7: Never Events**

|  |  |  |  |
| --- | --- | --- | --- |
| **Issues** | **Example scenario** | **Example sanction** | **Potential Sanction** |
| Provider does not  deliver services as required by a Support Plan | Provider delivers a service that is consistently and / or significantly below the level the service user requires to achieve an outcome. | Provider Warning Notice: The Council will not issue a Remedial Action Plan, but will go straight to the issuing of a Provider Warning Notice. | Consistent Failure: The Council will consider this to be a breach of contract and, depending on the specific circumstances, may deem this a Consistent Failure. This would typically be, but not limited to, where this was a repeat occurrence or done with multiple service users.  The Council seeks compensation from the provider to cover costs incurred in finding alternative provision for a service user. This would typically be where the Council has to pay a premium rate to get a new service in place at short notice. |
| Handing back a care  package | Provider accepts a care package that is referred to them by the BCC Brokerage, starts to deliver the care package and then passes the package back to BCC Brokerage before the outcomes have been achieved. | Provider Warning Notice: The Council will not issue a Remedial Action Plan, but will go straight to the issuing of a Provider Warning Notice. | Consistent Failure: The Council will consider this to be a breach of contract and, depending on the specific circumstances, may deem this a Consistent Failure. This would typically be, but not limited to, where this was a repeat occurrence, done with multiple service users or not in the service users best interests.  The Council seeks compensation from the provider to cover costs incurred in finding alternative provision for a service user. This would typically be where BCC has to pay a premium rate to get a new service in place at short notice. |
| Subcontracting to  another provider | Provider accepts a care package when referred by BCC Brokerage and then passes to an alternative provider to deliver.  Exceptions to this are outlined in the specification point 3.6 | Provider Warning Notice: The Council will not issue a Remedial Action Plan, but will go straight to the issuing of a Provider Warning Notice. | Consistent Failure: The Council will consider this to be a breach of contract and, depending on the specific circumstances, may deem this a Consistent Failure. Depending on the circumstances surrounding this, the Council may consider a single occurrence to be consistent failure. |
| Rejecting a care  package | Provider consistently rejects new complex care packages despite risk assessment by the Council and offer of support. | Provider Warning Notice:  The Council will not issue a Remedial Action Plan, but will go straight to the issuing of a Provider Warning Notice. | Consistent Failure: The Council will consider this to be a breach of contract and, depending on the specific circumstances, may deem this a Consistent Failure. This would typically be, but not limited to, where this was a repeat occurrence, where this is done with multiple service users, or where it is not in the service users best interests.  The Council seeks compensation from the provider to cover costs incurred in finding alternative provision for a service user. This would typically be where BCC has to pay a premium rate to get a new service in place at short notice. |
| Provider fails to  notify BCC where a Support Plan is inaccurate | A Support Plan is issued that the provider knows does not reflect the service users situation and does not make the Council aware of this. | Provider Warning Notice: The Council will not issue a Remedial Action Plan, but will go straight to the issuing of a Provider Warning Notice | Consistent Failure: The Council will consider this to be a breach of contract and, depending on the specific circumstances, may deem this a Consistent Failure. This would typically be, but not limited to, where this was a repeat occurrence, where this is done with multiple service users, or where it is not in the service users best interests |

1. **Review of the PMF**
   1. The process to finalise the KPI’s and all details of this PMF (especially the highlighted columns in table 6) will be discussed at a Home Care Partnership Group. The Council will have the final decision on the details of this KPI and will issue a final document before the commencement of this contract.
   2. The Council will review the PMF for home care services (this document) on an annual basis. Each version of this document will be valid for that period.
   3. A new PMF will be issued for each year to Main Providers on the anniversary of the contract. A new document will be issued regardless of it there are any changes from the previous year. This document will come into effect on the first day of the anniversary of the contract, or as soon as is practicably possible after this date.
   4. The process to set a new PMF will include discussion at one or more Home Care Partnership Group meetings. The discussion/s will be an opportunity for Main Providers to share their views on all and any aspect of the PMF.
   5. The final decision on all aspects of the PMF will be made by the Council.