**Schedule 3**

**Monitoring and Review**

1. **General**
	1. The Service Provider shall produce monthly Service Activity Reports (and if requested, weekly data), Quarterly Service Quality Performance Reports and one Exit Transition Planduringthe period of the Contractdetailing, and including without limitation:
		1. Details of the ServiceActivity.
		2. Details of all Service Quality Performance Indicators.
		3. Details of the Service Exit Transition Plan.
	2. The Service Provider, unless agreed otherwise with the Council, shall submit monthly Service Activity Reports to the Council within 10 Working Days of the end of the month to which it relates too.
	3. The Service Provider, unless agreed otherwise with the Council, shall submit a quarterly Service Quality Performance Report within 10 Working Days from the quarterly Contract Review meeting it relates to.
	4. The Service Provider, unless agreed otherwise with the Council, shall submit one Service Exit Phase Plan as per Schedule 8 (Exit Transition Provisions) during the life of the Contract within six months prior to expiry of the Contract or within 15 Working Days of issue of notice of termination.
	5. All Reports are vital to the successful delivery of the Contract and failure to provide the information accurately and within the specified times will be deemed as a default by the Service Provider.
	6. This information must be provided to the Authorised Representative of the Council, or an Officer nominated by them.
	7. The Service Provider and the Council shall:
		1. Review the Service Provider’s Quality Performance Reportswithin 10

Working Days of the Council’s receipt of the Service Provider’s

Service Quality Performance Report;

* + 1. Meet, at least quarterly, throughout the Contract term to review the Service Quality Performance Report (Quarterly Contract Review Meetings). Additional Operational Meetings will be scheduled during the initial Implementation Transition Period and at other times as required;
		2. Review the Service Provider’s Service Quality Performance Report as soon as possible and in any event within five Working Days of notification of said in event of circumstances which either the Council or the Service Provider reasonably considers to constitute an emergency; and
		3. Meet regularly, as appropriate, throughout the Exit Transition Plan period as per Schedule 8 (Exit Transition Provisions).
	1. In the event of the Service Quality Performance Report not being produced within the required period, as agreed or the standard of the Service not being acceptable, a meeting will take place involving the Service Provider and the Council and an action plan agreed to rectify the situation.
1. **Monitoring**
	1. The Indicators set out at the end of this Schedule will be measured by the Council. These will be reviewed at the Quarterly Contract Review Meetings following completion of the Service Quality Performance Report produced by the Service Provider. However, the Council reserves the right to hold more frequent performance meetings if conditions as per Schedule 1 (Specification) are not being met.
	2. The Indicators will be altered only with agreement between the Service Provider and the Council.
	3. Quarterly Contract Review Meetings will also include review of other elements of the Service including:
2. Contract Governance;
3. Information Governance;
4. Safeguarding;
5. Serious Incidents; and
6. Service Audits
	1. The Service Provider shall comply with such further monitoring and review requirements as the Council shall reasonably require in relation to the provision of the Services.
7. **Contract Management**
	1. Where, in the Council's reasonable opinion there has been consistent failure to achieve the Indicators as set out in this Schedule 3 or that significant concerns regarding the safety, effectiveness and integrity of the Services have been brought to the Council’s attention the parties shall implement and comply with the Contract Management Procedure set out below.

3.2 Contract Management Procedure:

3.2.1 Where in the Council’s reasonable opinion there has been consistent failure to achieve the Indicators or deliver safe and effective Services the Council will notify the Service Provider and call a Contract Management Meeting where senior representation from the Service Provider organisation and the Council must attend.

3.2.2 At the Contract Management Meeting the Council will outline the cause for concern and the Service Provider then has 10 days to submit the following:

1. Details of, and reasons for, any failure to meet the Indicators and/or to deliver a safe and effective service; and
2. Details of Remedial Action Plans to recover performance and improve quality. The Remedial Action Plan must set out:
* Milestones for performance to be remedied; and
* The date by which each milestone must be completed.

3.2.3 The Service Provider must implement or meet the milestones applicable to it within the agreed timescales set out in the Remedial Action Plan.

3.2.4. The Council and the Service Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Council and the Service Provider must review and consider the progress on an on-going basis and in any event at the next review meeting.

3.2.5 The Council will agree a timeframe for implementation of the Remedial Action Plan which will not exceed 90 days.

3.2.6 If following the agreed time frame set out in paragraph 3.2.5 above:

1. The matters that gave rise to the implementation of the Contract Management Procedure pursuant to paragraph 6.1 above have in the reasonable opinion of the Council not been resolved, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed; and
2. Any matter that gave rise to the implementation of the Contract Management Procedure remains, in the reasonable opinion of the Council unresolved:
3. Notwithstanding any other right or remedy of the Council the Council may withhold payment as set out in paragraph 6.3 below; and
4. The parties acknowledge that this would constitute a material Default not remedied which notwithstanding any other right or remedy of the Council would entitle the Council to terminate the Contract pursuant to Condition 28.2.1.
5. **Service Activity Reporting**
	1. The Service Provider shall supply, in a format to be agreed with the Council during the Implementation and Transition Period as per Schedule 7 (Commencement Transition Provisions), a Service Activity Report on a monthly basis that summarises Service User activity by:
6. Tier 1 activity summary in the month;
7. Number of all referrals in the month;
8. Numbers of Service Users accessing a one-off brief behavioural support session at Tier 2 in the month;
9. Number of priority Service Users setting a quit date (SAQD) at Tier 3 in the month;
10. Number of priority Service Users successfully quitting at four-weeks, in line with the Russell Standard, at Tier 3 in the month.
11. **Service Quality Performance Reporting**
	1. The Service Provider shall supply, in a format to be agreed with the Council during the Implementation and Transition Period as per Schedule 7 (Commencement Transition Provisions), a Service Quality Performance Report that can include the following on a quarterly basis:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Number** | **Service Quality Performance Indicator** | **Threshold** | **Measurement Method** | **Frequency** |
| 1. **Performance Indicators**
 |
| **1.1** | Number of all smokers referred into the Service broken down by each priority group and non-priority.  | Actual Number | Service Quality Performance Report | Quarterly |
| **1.2** | Number of Service Users referred and then triaged to receive a one-off brief behavioural support session at Tier 2. | Actual Number | Service Quality Performance Report | Quarterly |
| **1.3\*** | Number of Service Users that were triaged and then completed a one-off brief behavioural support session at Tier 2 (\*subject to change annually as determined by the Council). | ≥1755\* | Service Quality Performance Report | Quarterly |
| **1.4** | Number of priority Service Users referred, triaged to receive Tier 3 support and that SAQD with the Service, broken down by each priority group. | Actual Number | Service Quality Performance Report | Quarterly |
| **1.5\*** | Number of priority Service Users who received Tier 3 support, SAQD and were successful four-week quits in line with the Russell Standard broken down by each priority group. | ≥750 | Service Quality Performance Report | Quarterly |
| **1.6\*\*** | Number and percentage of priority Service Users that SAQD, were successful four-week quits in line with the Russell Standard and remained quit at 12-weeks post-SAQD broken down by each priority group. | ≥30% | Service Quality Performance Report | Annually |
| 1. **Quality Indicators**
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| **2.1\*** | The Service self-assessed their National Centre for Smoking Cessation and Training (NCSCT) Approved Provider Status within 18 months of the Contract Commencement Date. | Pass | NCSCT Audit | Once |
| **2.2\*\*** | Percentage quit rate of priority Service Users who have received Tier 3 support, broken down by each priority group. | ≥50% | Service Quality Performance Report | Quarterly |
| **2.3** | Occupational coding of all Service Users SAQD at Tier 2 and 3. | ≥95% | Service Quality Performance Report | Quarterly |
| **2.4** | Lost-to-follow-up rate of priority Service Users that SAQD who had received Tier 3 support, broken down by each priority group. | ≤15% | Service Quality Performance Report | Quarterly |
| **2.5\*\*** | Number and percentage of priority Service Users, supported via Tier 3 Community Outreach (Face-to-Face) settings that are successful four-week quits in line with the Russell Standard and a verified quit, broken down by each priority group.  | ≥85% | Service Quality Performance Report | Quarterly |
| 1. **Service Planning**
 |
| **3.1\*** | Annual Service Improvement Plan in place and agreed with the Council six weeks prior to the start of the financial year. The Plan will include, as a minimum, an Annual Activity Plan, Staff well-being, evidence of Service improvements made as a result of Service User feedback, specific activities related to each of those from the priority groups and a summary of the outcomes from the previous Annual Service Improvement Plan (the latter is not applicable for year one of the Contract). | Agreed with Council | Annual Service Improvement Plan | Annually |
| **3.2** | Number and type of organisations accredited as sub-contractors, broken down by each priority group associated too.  | - | Service Quality Performance Report | Quarterly |
| **3.3\*** | Undertaken a Health Equity Audit within 18 months of the Contract Commencement Date. | Achieved / Not achieved | Health Equity Audit | Once |
| **3.4** | Report to the Council the most effective way of implementing and issuing electronic cigarette starter packs, along with behavioural support, to priority Service Users receiving Tier 3 support within 18 months of the Contract Commencement Date. | Achieved / Not achieved | Electronic Cigarette Report | Once |
| 1. **Routes into the Service**
 |
| **4.1** | Number of personnel and organisations accredited as referral sources, broken down by priority group associated too. | - | Service Quality Performance Report | Annually |
| **4.2** | Percentage of referrals from referral sources that have all mandatory fields included to enable contact with the potential Service Users .  | ≥90% | Service Quality Performance Report | Quarterly |
| **4.3** | Number and percentage of potential Service Users contacted by the Service within two Working Days of referral (irrespective of Route into the Service). | ≥95% | Service Quality Performance Report | Quarterly |
| **4.4** | Number and percentage of requests through the Access Point from and/or referral sources/clinical/non-clinical personnel responded to within two Working Days. | ≥95% | Service Quality Performance Report | Quarterly |
| **4.5** | Number and percentage of Tier 2 and Tier 3 Service Users contacted that are offered a first session within three Working Days of referral.  | ≥95% | Service Quality Performance Report | Quarterly |
| **4.6** | Total number of Service Users contacting the Access Point as a self-referral broken down by type of communication used. | - | Service Quality Performance Report | Quarterly |
| 1. **Co-Production and Service User Engagement**
 |
| **5.1**  | Evidence of Service User and public involvement in the development and tailoring of Service delivery  | Agreed with Council | Annual Service Improvement Plan | Annually |
| **5.2** | Evidence of Service User satisfaction | Agreed with Council | Annual Service Improvement Plan | Annually |
| **5.3** | Outcomes of any events, social media campaigns, advertisements, press releases and/or events related to the Oxfordshire Tobacco Control Alliance annual Communications and Marketing Plan. | - | Service Quality Performance Report | Quarterly |
| 1. **Staff**
 |
| **6.1** | Staff retention rates / Number of vacancies  | Agreed with Council | Service Quality Performance Report | Quarterly |
| **6.2** | Staff wellbeing and motivation  | Agreed with Council | Annual Service Improvement Plan | Annually |
| 1. **Other**
 |
| **7.1** | Evidence of delivering innovation as identified in the tender submission and agreed in the Annual Service Improvement Plan | Agreed with Council | Annual Service Improvement Plan | Annually |
| **7.2** | Incidents reported to the Council relating to the supply of pharmacotherapy to priority Service Users who received Tier 3 support (including from accredited sub-contractors). | 100% | Service Quality Performance Report | Quarterly |
| **7.3** | Safeguarding concerns are reported and investigated according to locally agreed protocols. | 100% | Service Quality Performance Report | Quarterly |
| **7.4** | Evidence of meeting the eight Safeguarding Quality Service Performance Indicators as per Schedule 4 (Safeguarding Policies and Procedures) including an Annual Adult and Children Safeguarding Position Statement submitted to the Council in April and Annual Safeguarding Audit submitted to the Council in May. | Agreed with Council | Service Quality Performance Report / Annual Safeguarding Position Statement / Annual Safeguarding Audit | Quarterly  / Annually |
| **7.5** | Reported any breaches of the Data Protection Legislation or Data Loss Events to the Council immediately. | 100% | Service Quality Performance Report | Quarterly |
| **7.6\*** | Stop Smoking Services Quarterly Monitoring Return submitted to the Council and NHS Digital within timeframes set. | Submitted on time | Confirmation of receipt from NHS Digital | Quarterly |

 \*These Service Quality Performance Indicators correspond with Special Condition 14.2 as per the Contract Particulars

\*\*These Service Quality Performance Indicators correspond with the Annual Payment by Results (PbR) Premium as per Schedule 2 (Finance)

**6. Service Exit Transition Plan**

6.1 The Service Exit Transition Plan will be agreed six months prior to expiry or within 15 Working Days of issue of notice of termination. The Exit Transition Plan will adhere to the end of Contract provisions as per Schedule 8 (Exit Transition Provisions).

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