Schedule 2

Extra Care Housing Care & Support

Performance Monitoring Framework

This section details the required performance indicators that make up the full Extra Care Housing Care and Support Performance Management Framework (PMF).

1 Performance and Quality Assurance Standards

The Provider will be monitored against a number of pre-determined 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;
- Ensure that the Provider complies with and expeditiously remedies any failure to comply with the Key Performance Indicators;
- Ensure that the Provider responds to all referrals of a care package/requests for services within the Extra Care Housing (ECH) scheme(s).

The Provider shall, at all times, provide the Services in such a manner that the Key Performance Indicators are achieved.

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 expect the governance framework to include but not be limited to the following:

- Communication between service users, families, parents, carers and staff (including managers and clinicians)
- Communication between staff across wider services, including clinicians and 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
- 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
- Infection Control
- Inspections by CQC, Local Healthwatch or Authorised Officers
- 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 Section 1.7 Extra Care Housing Care and Support Service Specification must be in place following contract award and prior to the service mobilisation phase being completed. The Authorised Officer would expect to receive information and assurance that these are current and in place. 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 include 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 the 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. Performance Management

2.1 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 Extra Care Housing service. The Provider will ensure the effectiveness of such reporting, demonstrating assurance processes for systems and procedures to Commissioners 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) The Provider is responsible for submitting performance and quality information as per the schedule, 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.

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 ECH scheme, the overall organisation, the landlord or Housing Provider 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 of care 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, multi-disciplinary meetings and allocations panels, 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 month's 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 and Registered Manager forums and work in partnership with service user forums. Authorised Officers will co-produce contract metrics with the Provider in instances when required e.g. a change in Legislation, a change in contract, etc.

Performance reporting requirements include:

- Service Provision/Quality and Delivery
- Performance linked to ECM
- Workforce/HR
- Complaints, Compliments and Comments
- Safeguarding Incidents; Health and Safety
- Care Planning/Personal Outcomes
- Finance and Insurance
- Policies and Procedures

2.2 Performance Indicators

2.2.1 Key Performance Indicators (KPIs)

The Council has set the following Key Performance Indicators (KPIs) and targets which will be used as part of the service evaluation. The Provider must submit their KPIs in their Monthly 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.

If the Provider fails to reach the relevant KPI targets, or does not adhere to specified timescales for submitting KPI information, it will be subject to performance improvement measures.

Outcomes KPI

a) Outcomes Reviews
At least 25% of all Service Users will have an Outcomes Review completed and documented per quarter (every 3 months), with each review evidencing at least one or more outcomes achieved.
Target: 95%

Electronic Call Monitoring KPIs

(a) Punctuality
Visits are to commence within 30 minutes of the commissioned start time
Target: 85%

(b) Continuity of Care Workers (Single Visits)
Service Users will receive care delivery from no more than 8 different Care Workers in any rolling three month period (for Service Users who only require one Care Worker for their visit)
Target: 85%

(c) Continuity of Care Workers (Double Up Visits)
Service Users will receive care delivery from no more than 14 different Care Workers in any rolling three month period (for Service Users who require two Care Workers for their visit)
Target: 85%

(d) Visit Duration
Visits are to be no more than 20% shorter than the commissioned duration
Target: 90%

(e) Logging Visits via ECM
Staff to physically log in and out of visits at the Service Users' property using the ECM system in place (and are not to use remote logging)
Target: 90%

(f) Rostering / Rota Planning
Visits are to be rostered on Care Workers' rotas to match the commissioned start time, commissioned end time and commissioned duration
Target: 90%

Response KPI

(g) Response to Emergencies
Where a Care Worker needs to attend an emergency following a telecare alert, they are to attend within 5 minutes of that system alert.
Target: 95%

2.2.2 Critical Performance Indicators

A Critical Performance Failure shall include:-

a) Any failure to attain the following KPI indicators (as detailed in Key Performance Indicator and Quality Framework), ie:-
- Safe
- Caring
- Responsive
- Effective
- Well led

b) Overall CQC rating of 'inadequate'

c) Any refusal or non-delivery of the services by the Provider pursuant to (as detailed in the Monthly Monitoring Return):
- Refused referrals and reasons
- Ended/cancelled packages and reasons
- Missed visits

d) Any delay in producing a Care Plan or a revised Care Plan or new Care Plan requested by the Council in excess of 7 days more than once in any 3-month period or more than three times in any rolling 12-month period.

e) In the opinion of the Authority, the Provider is persistently inputting the incorrect data and/or submitting inaccurate data as evidenced in the Monthly Monitoring Return.

f) 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.

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):

Person Centred Care

a) Service Users are recognised and supported as an individual whilst receiving a personalised care provision to maintain their health, wellbeing and independence.

Choices and Preferences

a) Service Users to receive high quality care provision that recognises their choices and preferences in relation to how the service is delivered.

Respecting and Involving Service Users

a) Service Users understand the care and support choices available to them. They are encouraged to express their views and are always involved in making decisions about the way their care and support is delivered.

b) Their privacy, dignity and independence are respected and their (or their carer's) views and experience are taken into account in the way in which the Service is provided.

Care & Welfare of Service Users

a) Service Users experience appropriate, effective, care and support that safely meets their needs, protects their rights and maximises their independence, health and wellbeing and agreed outcomes.

Safeguards from Abuse or Risk of Abuse

a) Service Users are protected from abuse or the risk of abuse at all times, and their human rights are respected and upheld.
b) The Provider prevent risk of reoccurrence of harm or risk of harm.
c) First Account/Care Concern Alerts are to be submitted in a timely manner.
d) The Provider should provide Basic Safeguarding Awareness Training to all staff and more in depth training when completing an investigation/enquiry
e) All staff must have a basic understanding/training in Mental Capacity Act (MCA).

Appropriate Workforce to Meet Needs

a) Service Users and their health and welfare needs are met by sufficient numbers of appropriate staff with the right qualifications, training (as detailed in Section 5.6 Core Training in the service specification), knowledge, skills, approach and experience.
b) Service Users are safe and their health and welfare needs are met by staff who are appropriately trained, well supervised, and receive the development opportunities they need to carry out their role effectively whilst keeping their skills and training up to date.

Access to a Quality Service

a) Service Users benefit from safe, quality care due to effective decision making and management of risks to their health, welfare and safety because lessons are learned and the quality of services is effectively monitored.

Right to Complain

a) Service Users and/or their nominated representative can be sure that the Provider listens to and acts on their complaints, concerns and comments.
b) Service Users know that they will not be discriminated against for making a complaint or raising an issue.
c) Service Users will receive a full response to their concerns/complaints, including what actions have been taken to resolve any issues in line with the Provider's policy.

Record Keeping

a) Service Users are confident that the records kept by the Provider about their care and support (including those that are required to protect their safety and wellbeing) are accurate, fit for purpose, held securely, and remain confidential and contemporaneous.
b) Provider should ensure that they comply with the European General Data Protection Rules (GDPR) legislation.

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 assessment, support planning and service delivery approach. Every Service User should have their own outcomes documented and delivered in relation to their own personal needs, preferences, likes, dislikes and choices.

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

Example	High Level Outcome	Individual Service User Outcome	Comment
1	Person Centred Care Choices and Preferences Care & Welfare of Service Users	For the Service User to remain hydrated	These Outcomes may be achieved by: Supporting a Service User to make a drink of their choice, i.e. a cup of tea with extra milk and one sugar
2	Person Centred Care Choices and Preferences Care & Welfare of Service Users	For the Service User to remain nourished	These Outcomes may be achieved by: Making a meal of the Service Users' choice, e.g. one poached egg (doesn't like scrambled egg) on well done brown toast with butter
3	Person Centred Care Respecting & Involving Service Users Care & Welfare of Service Users	For the Service User to remain clean and retain their independence	These Outcomes may be achieved by: Supporting the Service User with their personal care in the way they like it, e.g. assisting the Service User to have a shower at their desired water temperature (doesn't like to have a bath) and Care Worker only to support with cleansing the bottom half of the body. The Care Worker is to allow Service User to wash their top half of the body to retain independence.

Example	High Level Outcome	Individual Service User Outcome	Comment
4	Respecting & Involving Service Users Choices and Preferences Access to a Quality Service	For the Service User to be involved and made aware of any change to care arrangements which affect them	These Outcomes may be achieved by: Communicating effectively with Service Users via a method and format that they like, e.g. the Service User is informed by their Key Worker via a telephone call to their mobile phone that their Care Worker is running late, the reason why and when the Care Worker is expected to arrive.
5	Person Centred Care Respecting & Involving Service Users Choices and Preferences	For the Service User to retain their pride in their appearance and have a choice in what they are wearing	These Outcomes may be achieved by: Asking the Service User what they would like to wear each day, and understanding that a clean and colour co-ordinated outfit is important to the Service User.

2.3.3 Outcome Reviews

It is the Provider's responsibility to identify and develop individual Service User outcomes through face to face discussions directly with the Service User (and/or their representatives where appropriate). The Provider has the choice of whether to incorporate this within the Care Plan review process or to arrange separate discussions relating purely to Outcome Reviews.

It is the Provider's responsibility to measure and present outcomes to Service Users and the Council. It is a requirement of the Provider to do this via Outcome Reviews and spot checks which are completed quarterly for at least 25% of all current Service Users. This will ensure that all Service Users have a face to face discussion with their Provider regarding their personal

outcomes at least once per year. Any discussion with Service Users regarding their outcomes should be done during face to face reviews, unless the Service User requests otherwise.

Provider are not to conduct Outcome Reviews for the same 25% of Service Users each quarter, as all Service Users need an Outcome Review at least annually. Service Users are able to have multiple discussions throughout the year regarding their Outcomes when one of the following occurs:

- The Service User has requested further conversations.
- The Provider is happy to conduct in excess of the required 25%.
- If the Service User needs have changed and their outcomes need to be revisited.
- The Council have requested that an additional Outcome Review is completed.

The format and method for conducting each Outcomes Review 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 Outcomes Reviews in order to ensure that the relevant information is obtained and documented such as but not limited to the following:

- Establish how far the services provided have achieved the outcomes, set out in the care plan.
- Re-assess the needs and circumstances of individual Service Users.
- Determine individuals' continued eligibility for support.
- Confirm or amend the current care plan to reflect current need.

As soon as possible following the completion of each Outcomes Review and in any event within one (1) month of completing each Outcomes Review, the Provider shall make available the Outcomes Review, its results and details of action taken in response to the review to the Council.

The Council retain the right to verify or validate whether outcomes have been effectively developed, documented, delivered and reviewed via any route that the Council deems appropriate, i.e. by speaking to Service Users, viewing Outcome Reviews, auditing care delivery documentation or Service User Satisfaction Surveys.

The Provider will submit detailed monitoring returns to the Council in relation both the high level outcomes and individual Service User outcomes as detailed within this Monitoring Schedule.

The Provider will present performance and quality information as per the schedule and failure to complete and return the required information will be dealt with under service failure and contractual action will be taken.

2.4 Service User Satisfaction Surveys

This is one way of the Provider determining and evidencing that outcomes have been supported and 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.

As a minimum the annual satisfaction survey will measure the following outcomes:

- If Service Users feel listened to;
- If the Service Users feel involved in the planning of their support;
- If Service Users feel that the support is built around their preferences, likes and dislikes (person centred care planning and delivery);
- If Service Users are satisfied with their care staff and the consistency of those staff;
- If Service Users feel that staff have the correct skills and training to meet their needs;
- If Service Users are satisfied with the way that they are communicated with (by any staff employed by the Provider, including branch and management staff);
- If Service Users are satisfied that they can contact the service successfully;
- If Service Users feel that you as the Provider are flexible when required;
- If Service Users are aware of how to raise concerns or complaints when needed;
- If the Service User feels that the service can be improved in any way;
- If the Service User feels safe and free from harm or risk of harm;
- If the Service Users outcomes are being met.

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 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 one (1) month 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.

2.5 Electronic Call Monitoring (ECM)

The Provider will be required to use an ECM system, from which information must be supplied to the Council when requested.

The system will record Key Performance Indicators as outlined in the Service Specification. It will also able to generate results in Excel format and Comma Separated Value format (CSV).

The system will be accessed remotely at all times via an internet portal, in a read-only format, by appropriate Commissioning staff at the Council. Remote access for the Council will be operational from the Commencement Date.

Any subsequent changes to log-in or access details at to be communicated to the Council immediately.

The ECM system will be able to produce reports to demonstrate to the Council that visits are taking place according to the commissioned Support Plans.

A report will be generated that shows planned care vs actual care delivered (showing arrival time and duration).

Provider staff will log in and out of the visits utilising their Electronic Call Monitoring (ECM) system. If this is not possible, the Provider must remotely record the visit times from Care Worker timesheets or care records, and upload manually to their ECM system for all Service Users on a weekly basis.

The Council will operate a monitoring system which as a minimum can provide the following information electronically:

a) Identity of Staff undertaking each visit

b) Comparison between planned and actual visits including
   i. Planned and actual visit start time
   ii. Planned and actual visit end time
   iii. Planned and actual visit duration
   iv. Planned and actual Staff

c) If a planned visit lasts for less than or more than 15 minutes different from the planned duration or does not take place a reason is to be given by the Provider based on the following categories
   i. Abortive visit
   ii. Staff absence
   iii. Decreased care requirements
   iv. Service User on holiday
   v. Hospital admission
   vi. Increased care requirement
   vii. Short term care
   viii. Respite care
   ix. Other reason

The monitoring system must be updated at least once per working day.

The monitoring system will have the ability to add live alerts which can be accessed both by the Provider and Council (remotely) in relation to live time logging in and out of visits. The live alerts are to be set at a minimum of 30 minutes whereby Staff have not arrived at a visit the alert is activated.

The Council will have remote browse access to live information on the Electronic Monitoring System relating to the care of Service User covered by this agreement via a secure log-in.

2.6 Remote Logging

Provider should only utilise remote logging for the following reasons:

a) If a Service User does not have a landline telephone
b) If the Service User refuses the Provider access to use the telephone
c) If the Service Users' telephone is broken or out of order
d) In emergency situations whereby the Service User needs urgent attention

The above list (with the exception of d) is only relevant to ECM systems whereby Staff need to access a landline telephone to log in and out of a visit. Where staff have the ability to scan or log using a code in the property, the only exception to subsequently remote logging a visit is when a Service User requires urgent attention upon entering the property.

3.0 Monitoring Submission requirements

3.1 Monitoring Returns

The Provider is required to collate and return the following 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 Provider 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.
The Council reserves the right to conduct random checks on Service User and Staff documentation and any other files or records in relation to care planned or delivered to Service Users.

3.1.1 Monthly Monitoring Return

The Care Provider shall provide a four (4) weekly return to the Council giving the following information in relation to the reporting period:

- Service Provision
- Performance (linked to ECM KPIs)
- Variations spreadsheet detailing variation to commissioned visit
- Stop and Start spreadsheet detailing breaks in care for individuals
- Workforce
- Complaints, Compliments and Comments
- Safeguarding, Incidents and Accidents
- Additional information

3.1.2 Quarterly Monitoring Return

In addition to the information required at the monthly return, the Provider will submit quarterly return to the Council with the following information:

- Human Resources
- Care Plans
- Health and Safety
- Service Quality

3.1.3 Annual Monitoring Return

The Provider shall make an annual return to the Council which shall provide evidence of each of the areas identified in the table below. This information is to be submitted annually by no later than 30 April and will include the following key areas:

- Financial and Insurance
- Workforce Development
- Service Delivery
- Health and Safety
- Policies and Procedures

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 Low Level Incident/Concern Forms

Any comment or concern made by a Service User to the Council on the quality and delivery of the service will be recorded as a ''low level incident / concern''. These are defined as issues or concerns as detailed within the Care Concern Threshold Framework which do not meet the threshold for safeguarding and are not being treated as a formal complaint.

Provider will respond to and resolve any incidents to the satisfaction of the Service User and the Council within the timescale stipulated by the Council.

Any concerns or comments being made in relation to the quality of the service can result in increased monitoring of the Provider, either with regards to individual Service Users or to evaluate themes and trends which have developed.

3.4 Under-performance by Provider(s)

3.4.1 Under-performance of Key Performance Indicators or Quality Standards

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.

b) If the Provider fails to produce or implement this action plan, or to complete the remedial action within the specified time detailed then the Council shall be entitled to:
Suspend the Service in whole or in part until the Provider has satisfactorily completed the remedial action. If within a period of 10 Working Days from the date of the Service being suspended, the Provider has still failed to complete the remedial action, then the Council shall be entitled to apply clause 26.1 (b) of the contract.

c) If in its reasonable opinion the Council believes that there has been a Provider Default then the Council shall be entitled to serve a Default Notice upon the Provider. This will be without prejudice to any other right or remedy which may be available to the Council either under this Agreement or at law.

d) When the Council serves a Default Notice the Provider shall take such remedial action as is specified in the Default Notice within the timescale set out and at the Provider's sole cost.

e) If the Provider fails to complete the remedial action within the specified time detailed in the Default Notice then the Council shall be entitled to:

   Initiate partial or full suspension of the contract where any monitoring or feedback obtained exposes performance issues or incidents relating to breaches in Service delivery, which may also include safeguarding incidents.

f) If the council believes a serious Provider Default has occurred which either (a) the Provider commits on two or more occasions during any consecutive period of 6 months even if the Provider rectifies the Provider Default each time; or which (b) amounts to a material breach by the Provider of its obligations under this Agreement or which (c) in the Council's reasonable opinion materially prejudices the health, safety and/or welfare of a Service User then the Council shall be entitled to:

   Initiate partial or full suspension of the contract whereby an active informal Improvement Notice or formal Default Notice is in place or the Provider[s] is under Large Scale Safeguarding Enquiry (LSE) procedures.

g) Where there has been a serious breach or multiple breaches which may affect Service User safety and wellbeing, the Council retains the right to move existing Provider business to alternative Provider. This may be via a staggered approach or moving the business as a whole and is at the Council's discretion.

h) Where improvements are evidenced and the required standard reached, service will be resumed with the Provider, initially with a phased approach which will be decided by the Council.

3.4.2 Underperformance of Critical Performance Indicators

If the level of any and all Critical Performance Indicators/ Failure to meet identified critical indicators levels are breached during the contract term, the Provider shall immediately notify the Council in writing and the Council, in its absolute discretion and without prejudice to any other of its rights to Service under this Schedule howsoever arising, may:

a) Require the Provider to immediately take all remedial action that is reasonable to mitigate the impact on the Contracting Body and to rectify or prevent a Performance Failure or a Critical Performance Failure from taking place or recurring; and

b) If the action taken above has not already prevented or remedied the Performance Failure or Critical Performance Failure,

the Council shall be entitled to instruct the Provider to comply with the Improvement Plan Process; or

c) If a Critical Performance Failure has occurred, exercise its right to Compensation for Critical Performance Failure in accordance with Section 7.3.1 of the Service Specification Underperformance by Provider.

d) The Council may without prejudice to its other rights and remedies including initiate one or more of the following: a Quality Assurance Form, Quality Assurance Visit or Contract Review Meeting.

3.4.3 Implementation of Improvement Action Plan

Approval and implementation by the Council of any Service 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.

The Provider is to put forward a rectification programme reasonably acceptable to the Council in a format to be specified by the Council ("Service Improvement Action Plan") within the time set out by the Council in the Improvement Notice; and requires that the Provider rectify the Provider Default or breach within a period to be specified by the Council.

3.5 Inspection Reports

The Provider shall provide the Council with copies of any inspection reports (including regulatory feedback or reports such as CQC action plans) affecting the Service on request within 2 working days.

3.6 Data Submission KPIs

The KPIs below 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) <u>Timeliness of data and information submissions</u>
The Provider is to submit the required data and information to the Council as per the stated timescales e.g. monthly, quarterly, annually
Target: 95%

b) Accuracy of data and information submissions

The Provider is to submit accurate data and information to the Council (and is 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 monthly basis and the data has not been submitted for three months 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 care documentation such as care notes, ECM validation, timesheets, cross referencing invoice and variations data and speaking with stakeholders.

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 contract 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 will 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 Visits / 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 Provider 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 visits or audits can include on-site visits to the Provider offices and Council representatives have the right to access all information in relation to the care planned for or provided to Service Users, including:

a) Full staff records (including DBS checks, insurance details, references, application forms, supervisions / appraisal frequency tracker, disciplinary records, training records)

b) Full Service User records (including Care Plans, risk assessments, reviews, referrals to other professionals) via visits to the Provider Office or the Service Users home, with their consent.

c) Full Service User MAR charts / medication records

d) Full complaints records (including details of complaints, investigation, responses to complainants, actions taken)

e) Full safeguarding records (including details of safeguarding alerts and concerns, enquiries, responses to safeguarding allegations, actions taken)

f) Full Electronic Call Monitoring system (electronic and hard copies if applicable)

g) Full staff and Service User rota schedules, or any other system or format which evidences or details how care is planned or delivered

h) Full CQC documentation and certificates, including copies of notifications and pending applications

i) All levels of insurance certificates

j) Any other documentation deemed relevant by the Council to a Service User's care needs, care delivery, wellbeing, health or Care Plan 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) Whereby the Provider is under Large Scale Safeguarding Enquiry (LSE) procedures

c) An increase in safeguarding incidents, or receipt of a serious safeguarding referral which may indicate risk to Service Users

d) Failure to meet required Key Performance Indicators or Best Practice elements

e) Contract Monitoring and ECM non-compliance

f) Concerns arising from previous inspections and reviews

g) Concerns arising from Service User or representative feedback

h) Social Care reviews, concerns or feedback

i) CQC Statutory Notice or intelligence shared with the Council

j) Complaints (including verbal, written, formal and informal)

k) Whistle blowing

l) Changes in local branch/local management for this contract without adequate contingencies, handover or not informing the Council

m) Any other issues deemed to be a risk.

Quality and Performance Monitoring Frameworks

Monthly Monitoring Return

Deliverable/Area	Measure
Service Provision	a) The total number of active Service Users including CEC funded and self-funded packages. b) The total number of monthly commissioned care hours. c) The total number of delivered care hours. d) The total number of completed reviews. e) The number of new packages commenced. f) The number of reinstated care packages. g) Number of ended / cancelled packages and reasons. h) Number of missed visits (if applicable). i) Details of Outcomes achieved. j) The number of emergency calls (via pendants, pull cords, building alerts, etc.) during the day (07.00–23.00) and at night (23.01–06.59) and the reason for each emergency call (by categories to be agreed) k) The number of emergency calls attended by a carer l) Sleeping Nights – Number of Wake ups and reasons
Performance (linked to ECM KPIs)	a) Percentage of visits commencing outside of 30 minutes of the agreed start time with Service User details and reasons. b) Percentage of Service Users that have been visited by more than eight (8) different Staff members (where visits are conducted by one Staff member) with Service User details and reasons. c) Percentage of Service Users that have been visited by more than fourteen (14) different Staff members (where visits are conducted by two Staff members) with Service User details and reasons. d) Percentage of visits which have not been completed within the acceptable visit duration tolerances (20% shorter than the commissioned duration). e) Percentage of visits which have not been physically logged at the Service Users property (e.g. have been remotely logged instead, not logged at all).

Monthly Monitoring Return (cont)

Deliverable/Area	Measure
Workforce	a) Number of Staff employed by the Provider, including breakdown of full and part time. b) Number of Staff on long term leave or absent. c) Number of new Staff who have been recruited and commenced employment. d) Number of Staff who have left and reason (e.g. retirement, new job). e) Number of vacancies. f) Number of Staff undergoing/completed induction training. g) Number of suspensions/disciplinary investigations initiated/concluded. h) Number of dismissals and reason for dismissal. i) Details of any Staff referred to the Independent Safeguarding Authority Vulnerable Adults List.
Complaints, Compliments and Comments	a) Number of complaints received directly by the Provider. b) Number of complaints of which the Council has been informed. c) Number of upheld or partially upheld complaints. d) Details of all complaints received including resolution actions resolved/not resolved within 28 days. e) Details of progress on ongoing investigations. f) Details of comments registered about the Service through the Provider's formal feedback mechanism(s). g) Compliments registered about the Service made through the Provider's formal feedback mechanism(s). h) Number of compliments received by the Provider. i) Actions the Provider has implemented, or plans to implement to improve the Service as a result of complaints, compliments and comments. j) Details of any good news stories.

Monthly Monitoring Return (cont)

Deliverable/Area	Measure
Safeguarding, Incidents and Accidents	a) Number of First Accounts/Care Concerns raised. b) Enquiries commenced/submitted in the reporting period. c) Enquiries ongoing in the reporting period. d) Enquiries concluded in the reporting period. e) Number upheld/ substantiated. f) Number partially upheld/partially substantiated. g) Number not upheld / not substantiated and no further action. h) Number of DBS checks initiated. i) Number of DBS checks ongoing. j) Number of DBS checks completed. k) Actions the Provider has implemented or plans to implement, to improve the service as a result of safeguarding issues. l) A summary of incidents: the date, type of incident, action taken for each incident. m) A summary of accidents: the date, nature of accident, action taken for each accident. n) Details of actions taken or plans to improve the service as a result of accidents and incidents.
Additional information	a) Notification of any regulatory inspections due or completed. b) Any recommendations made as part of regulatory inspections. c) Progress of corrective action/improvements made as part of a response to recommendations made as a result of regulatory inspections. d) Action taken or planned to improve the service as a result of the Provider's internal customer feedback mechanisms. e) Details of any damage or breakages of the landlord's fixtures, fittings and equipment f) Details of any building security breaches

Quarterly Monitoring Return

Deliverable/Area	Measure
Human Resources	a) Number of supervisions planned, held, rearranged. b) Number of staff appraisals planned, held, rearranged. c) Number of staff who have received a spot check during the provision of support during the reporting period. d) Review of progress of the workforce development plan.
Care Plans	a) The number of Care Plans in place. b) The number of Care Plans reviewed and the frequency of review. c) Individual outcomes which the Provider wishes to bring to the Council's attention.
Health & Safety	a) Changes/improvements made to Health and Safety policies and procedures.
Service Quality	a) Details of any audits planned for the forthcoming reporting period. b) The number and type of audits undertaken and outcomes from the previous reporting period. c) Changes made to organisational policy and procedures and how this has been implemented (to be agreed by the appropriate Authorised Officer at the Council to ensure it does not represent a fundamental change to the Agreement).

Annual Monitoring Return

Area	Information Required
Financial & Insurance	• Evidence of insurance certificate (detailing the insurance levels for Public liability, Employers Liability and Professional Indemnity).
Workforce Development	• Workforce development plan. • Electronic training matrix for all Staff (this should state the employment start date, the scheduled completion date and the actual completion date for each core training requirement). • Number of staff who have completed a Level 2 Diploma in Health and Social Care. • Number of staff currently undertaking or have achieved the Care Certificate. • Staff turnover. • Recruitment plans and proposals. • Staff vacancy levels. • Staffing Structure.

Annual Monitoring Return (cont)

Service Delivery	• Results of Service User surveys. • Key findings of CQC inspection reports. • Details of safeguarding enquiries. • Numbers of safeguarding referrals (with data available for individual safeguarding cases upon request by the Council). • Numbers of complaints/comments (with data available for individual complaints upon request by the Council). • Number of new packages commenced. • Reviews planned and undertaken. • Unplanned reviews. • Improvement initiatives/development of expertise and specialist knowledge. • Work undertaken to involve community. • Work undertaken to involve Health and Third Sector partners. • Details of awards/accolades. • Business Continuity Plan.
Health and Safety	• Health and Safety incidents. • Any changes to Health and Safety policies or procedures. • Continued compliance with HSE, and any other relevant legislation.
Policies and Procedures	• All new or updated policies and procedures to be submitted, as detailed in Section 17 of the Specification including the Statement of Purpose and any changes.

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Target	Critical KPI (Y/N)	Consequence of breach	Frequency/ timing
Safe	Serious Incidents and accidents Increased Safeguarding alerts Significant event Adequate staffing levels	Ensure there are systems and processes in place to assure that the Provider is able to discharge its responsibilities .	Competent, skilled workforce i.e. staff supervision, competency assessments; Staff training completed; Substantiated safeguarding; Levels of staffing; % Audits of MAR sheets completed	95%	Y	Initiation of a partial or full suspension of the contract whereby an active informal Improvement Notice or formal Default Notice is in place or the Provider is under Large Scale Safeguarding Enquiry (LSE) procedures	4 weekly contract and quality review meetings or more regular if required.

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Target	Critical KPI (Y/N)	Consequence of breach	Frequency/ timing
Effective	Outcomes KPI	Outcomes Reviews	At least 25% of all Service Users will have an Outcomes Review completed and documented per quarter (every 3 months)	95%	Y	Service Action Plan with clear timescales will be implemented to address the shortfall of reviews.	4 weekly contract and quality review meetings or more regular if required.
	Response KPI	Response to Telecare Alerts	Where a Care Worker needs to attend an emergency following a telecare alert, they arrive within 5 minutes of the system alert.	95%	Y	Service Action Plan with clear timescales Increased monitoring of performance.	4 weekly contract and quality review meetings or more regular if required.

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Target	Critical KPI (Y/N)	Consequence of breach	Frequency/ timing
Caring	Staff work in an inclusive way and treat Service Users with compassion, kindness, dignity and respect.	Service User Satisfaction, Support improvement of care (for example, by general practices).	Service Users who report they are satisfied or very satisfied Service user involvement linked to outcomes Coproduction of service development	95%	Y	Increased monitoring of contractual quality and performance requirements with Provider	4 weekly contract and quality review meetings, or more regular if required.

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Target	Critical KPI	Consequence of breach	Frequency/ timing
Responsive	Electronic Call Monitoring KPIs	Punctuality	Visits are to commence within 30 minutes of the commissioned start time	85%	Y	Provider joint meeting with the Local Authority Increased monitoring of the Provider performance. An embargo could be applied should there be a continued and consistent delay in punctuality outside of the agreed 30 minutes of the commissioned start times. Increased monitoring of quality and Performance, using quality assurance processes.	4 weekly contract and quality review meeting, or more regular if required.
	Electronic Call Monitoring KPIs	Continuity of Care Workers (Single Visits)	Service Users will receive care delivery from no more than 8 different Care Workers in any rolling three month period (for Service Users who only require one Care Worker for their visit)	90%			
	Electronic Call Monitoring KPIs	Continuity of Care Workers (Double Up Visits)	Service Users will receive care delivery from no more than 14 different Care Workers in any rolling three month period (for Service Users who require two Care Workers for their visit)	90%			

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Target	Critical KPI	Consequence of breach	Frequency/ timing
Well Led	Electronic Call Monitoring KPIs	Rostering / Rota Planning	Visits are to be rostered on Care Workers' rotas to match the commissioned start time, commissioned end time and commissioned duration	95%	Y	On going evaluation of ECM data submissions.	4 weekly contract and quality review meetings, or more regular if required
	Electronic Call Monitoring KPIs	Visit Duration	Visits are to be no more than 20% shorter than the commissioned duration.	90%		Increased monitoring of quality and Performance, using quality assurance Processes	
	Governance of the organisation		Make sure the service is providing high-quality care				

Key Performance Indicator and Quality Framework

Key Line of Enquiry Domain	Overarching KPI metric	KPIs (contributors)	Measure	Critical KPI	Consequence of breach	Frequency/ timing
CQC Rating	Outcome of inspection	Inspection Report	Provider rated as overall 'inadequate'.	Y	Will result in the service being placed in default and a partial or complete suspension of the contract.	Immediate effect
Local Quality Rating	Ongoing monitoring of quality and performance, using quality assurance processes Quality assurance report issued by the local authority	Inspection Report, quality mark Meeting their contractual requirements, core standards and delivering positive outcomes Ensuring the safety, quality and effectiveness of the service Ensuring continuous improvement	The view of the regulator: The Care Quality Commission (CQC) inspection rating The view of the Commissioner: Cheshire East Council The view of the service user, carers and families: Customer feedback and professional health or social care worker feedback Quality of provision will be measured and each service given an overall local quality rating of either 'Gold', 'Silver', 'Bronze' or 'Inadequate'	Y	Increased monitoring of quality and Performance, using quality assurance processes. Implementation of service action to address shortfall in identified performance areas. Service placed into default and a suspension of Service User referrals should the service be rated as overall inadequate.	Annual

NB - The consequences above are not a definitive list of sanctions that can be applied by the Local Authority

Outcomes Framework

The Provider will work with the Council to develop methodology, tools, etc. for the outcomes framework and populate the table below within 6 months of contract award.

High level outcome	Individual level outcome	Outcome Indicators/Tools Measure	Target	Consequence of breach	Frequency/ timing

Social Value Measures

The Provider will undertake Cost Benefit Analysis (CBA) for their identified social value targets by the end of the first quarter following contract award. These will be monitored through the contract monitoring process. Benchmarking for CBA will be undertaken by the Provider once the contract has been awarded.

Objective	Outcomes	Measure	Target
1. Promote Employment & Economic Sustainability	Outcome 1: More local people in work		
	Outcome 2: Thriving local businesses		
	Outcome 3: Responsible businesses that do their bit for the local community		
2. Raise the living standard of local residents	Outcome 4: A Local workforce which is fairly paid and positively supported by employers		
3. Promote Participation and Citizen Engagement	Outcome 5: Individuals and communities enabled and supported to help themselves		

Objective	Outcomes	Measure	Target
4. Build capacity and sustainability of the Voluntary and Community Sector	Outcome 6: An effective and resilient third sector		
5. Promote Equity and Fairness	Outcome 7: A reduction in poverty, health and education inequalities.		
	Outcome 8: Acute problems are avoided and costs are reduced by investing in prevention.		
6. Promote Environmental Sustainability	Outcome 8: We are protecting our physical environment and contributing to climate change reduction.		