

healthwatch

**CONTRACT FOR THE PROVISION OF A LOCAL HEALTHWATCH SERVICE IN THE
LONDON BOROUGH OF REDBRIDGE
FOR THE PERIOD
1ST APRIL 2018 TO 31ST MARCH 2021**

SPECIFICATION

VOLUME B

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PART A: Essential Contextual Information

1. Introduction

- 1.1. Healthwatch is the independent consumer champion for health and social care. It exists in two distinct forms – local Healthwatch, at a local level, and Healthwatch England, at national level. The aim of local Healthwatch is to give citizens and communities a stronger voice to influence and challenge how health and social care services are provided within their locality. Local Healthwatch also provides or signposts people to information to help them make choices about health and care services.
- 1.2. Under the Health and Social Care Act 2012, the Authority has a duty to commission a local Healthwatch organisation. National guidance specifies the key functions that Healthwatch must deliver, but leaves the local specification up to local authorities to determine the best model to meet the needs of their local residents.
- 1.3. The Health and Social Care Act 2012 also states Healthwatch must be an independently constituted corporate body, which is a social enterprise, not for profit, able to carry out corporate functions, employ people and sub-contract where it chooses.

2. National Context

- 2.1. The Health and Social Care Act 2012 requires local authorities with adult social care responsibilities to commission a local Healthwatch.
- 2.2. The local Healthwatch must ensure it is of benefit to patients, users of services, carers and the public by providing support to get the best out of services, improving outcomes and supporting services to be more responsive to what people want and need. The Provider shall work with communities to influence commissioners to design and provide better health and social care services.
- 2.3. The local Healthwatch shall be independent and shall coordinate and build upon all of the existing mechanisms for engaging users of health and social care services, established by the Authority, the National Health Service (“NHS”) and the networks of user-led organisations. It shall also establish relationships that engage communities, patients, service users and carer groups, bringing a strong voice to the Health and Wellbeing Board of which the Provider shall be a member.

3. Regional Context

- 3.1. Across the country health and care systems are working together to develop sustainability and transformation plans (STPs), which are a local blueprint for delivering the ambitions NHS bodies have for a transformed health service, as set out in the NHS Five Year Forward View. Redbridge is part of the North East London footprint under the East London Health & Care Partnership, consisting of 7 Clinical Commissioning Groups (CCG's), 5 National Health Service (NHS) providers and 8 local authorities. Further information can be found here: <http://eastlondonhcp.nhs.uk/>
- 3.2. Local Healthwatch will be expected to play an important role by working together to gather and understand the views of patients and communities focussing on gauging public views on, a) promoting prevention and self-care; b) improving primary care and c) reforming hospital services.
- 3.3. Over the past year, the local authorities, Clinical Commissioning Groups and health provider trusts across Barking and Dagenham, Havering and Redbridge (BHR) have worked together to develop a strategic outline case for the development of an Accountable Care System (ACS) as part of a health devolution pilot.
- 3.4. The output from this programme is the Barking and Dagenham, Havering and Redbridge (BHR) Summary Outline Strategic Outline Case (SOC) for an Accountable Care System, bringing together the priorities for the local health and care system, across population health improvement, the quality of local health and care services, and the financial challenges facing the system. Healthwatch has made important contributions to the development of the SOC and will need to continue to play a role as further integration takes place.

4. Local Context

- 4.1. Redbridge is the 13th largest borough in London, with a rapidly growing population. In 2017 it is estimated that 306,000 people live in the Borough, growing to 325,000 residents by 2021. This includes significant increases in the numbers of children and young people and people aged over 65 years living in Redbridge, many of whom require the greatest support from health and social care services.
- 4.2. The consequences of these population changes, and in particular ageing and deprivation, is an increase in the need for interventions to protect and improve health and wellbeing, as well as an increase in demand for health and social care services provided by the NHS and the Council.
- 4.3. In addition to funding pressures on the local authority, health is also under increasing financial pressure. The financial position of the BHR CCGs requires delivering savings of £55m in 2017/18.

- 4.4. Redbridge is covered by two major acute providers: Barking, Havering and Redbridge University Trust (Queens Hospital & King Georges Hospital), Barts Health NHS Trust (through Whipps Cross Hospital) as well as a large community and mental health Trust, NELFT NHS Foundation Trust.
- 4.5. Redbridge is currently developing an outcome based Borough Plan with the key strategic partners i.e. CCG, Redbridge College, Met Police and Third Sector – to be launched by January 2018. It is anticipated that the work of Healthwatch Redbridge will take this in to account when developing their work programme.

5. Vision and Values

- 5.1. Through the Health & Wellbeing Board the Borough's approach to delivering health and wellbeing services is captured in the vision of the Redbridge Health and Wellbeing Strategy 2017-2021 which states that *'all people of Redbridge are able to live long, happy and independent lives in good health, as we pursue good health outcomes with communities through economic, social and environmental policy, and develop a health and care system that is focused on prevention, delivered close to home, integrated and coordinated, and seeks to achieve maximum value for money'*.
- 5.2. This vision will be underpinned by the following key Ambitions:
- Achieving the best start in life
 - Diabetes prevention and management
 - Mental wellbeing
 - Cancer survival
 - Living well in a decent home you can afford to live in
 - End of life care
- 5.3. It is anticipated that the Provider will use this vision to set the strategic direction for delivering Healthwatch Redbridge. The key attributes which underpin this work are contained in Part B, Section 9 of the Specification and it is expected the provider will deliver them.

Part B: Specification

6. Purpose of the Specification

- 6.1. This Specification forms part of the Contract between the London Borough of Redbridge ("the Authority") and the Provider for the Provision of a Local Healthwatch Service in the London Borough of Redbridge ("the Contract"). The Provider shall undertake the provision of the Service as detailed in this Specification or as otherwise notified to the Provider and in accordance with the Conditions of Contract.
- 6.2. The Contract shall commence on 1st April 2018 and, subject to satisfactory performance, will operate for a period of three (3) years, terminating at midnight on 31st March 2021 ("the Contract Period"). At the sole discretion of the Authority the Contract Period may be extended in such period or periods as the Authority deems appropriate up to a maximum of two (2) years, providing a possible total Contract Period to midnight on 31st March 2023. If the Authority intends to extend the Contract Period the Authority will provide written notice of such extension at least three months prior to the end of the Contract Period. Any extension of the Contract beyond 31st March 2021 shall be entirely at the Authority's discretion and subject to satisfactory performance and availability of funding.
- 6.3. This Specification shall be read in conjunction with the other Contract Documents, including but not limited to, the Conditions of Contract (Volume A) and any background information as was contained in the Contract Documents and which the Provider is deemed to have taken into consideration in their Tender. All definitions and terms contained in the Conditions of Contract shall, unless expressly stated otherwise, apply equally to this Specification as if they were repeated in this Specification. The Provider shall not seek additional monies in the performance of the Service in respect of matters which, even if not contained in this Specification, the Provider was given notice of in any of the other Contract Documents.
- 6.4. The Service shall be subject to regular review and amendment throughout the Contract Period, as required. The Provider shall be flexible in implementing any changes to the Service delivery as a result of these reviews and amendments, particularly, but not exclusively, in relation to amendments arising as a result of any statutory changes that come into force during the Contract Period.
- 6.5. Nothing contained in this Specification absolves the Provider from complying with any legislative standards, practices or such like applicable to the performance of the Service. In performing the Service the Provider shall be required, as a minimum, to comply with all applicable legislation irrespective of whether such requirements are expressly referred to in the Specification or the Conditions of Contract.

7. Purpose and Functions of Healthwatch Redbridge

- 7.1. The Provider shall ensure the service is available for anyone who needs to access health or social care services in the Borough; or anyone who cares for, or represents anyone who has access to health or social care services in the Borough.
- 7.2. The Provider shall ensure it undertakes its duty to assist local health and social care commissioners and providers, and other community stakeholders, to improve services by providing feedback, research, and information on local people's views and experiences of health and social care in order to transform services to meet the future needs of the diverse people of Redbridge.
- 7.3. A consultation was undertaken by the Authority with the public and existing Healthwatch users to inform what functions are required within the local Healthwatch. This has resulted in the following main functions that the Provider shall undertake as follows:--

1. Represent and share the diverse range of people's views in Redbridge in order to:

- Ensure systematic and ongoing engagement with all sections of the local population so that a wide cross-section of views are represented in respect of local health and social care;
- Seek the community's views about the current provision of health and social care (including use of high quality research) and use this to identify the need for changes or additions to services;
- Demonstrate an ability to analyse and channel high quality feedback and views on services to relevant commissioners so that they can inform the whole commissioning cycle;

2. Ensure the views of people who access health and social care services are used to inform, shape and influence the transformation and commissioning of services

- Build an evidence base of the views of the patients, service users and the general public to support the shaping and quality of current and future services
- Promote and support the involvement of people in the commissioning and provision of local health and social care services and how they are scrutinised:
- Provide input to new or proposed services to ensure views are heard;
- Use the broad range of stakeholder engagement techniques to maximise opportunities for local people to have their say;

3. Provide an independent view, based on patient, service user and public perspectives to ensure good practise of service delivery in social care

- Build a good understanding of what makes good practise based on the views of patients, service users and perspectives
 - Utilise the legislative framework to ensure the appropriate measures are used in the delivery of Healthwatch Redbridge
http://www.healthwatch.co.uk/sites/healthwatch.co.uk/files/20130822_a_guide_to_the_legislation_affecting_local_healthwatch_final.pdf
 - Exercise their 'enter and view' powers judiciously and work collaboratively with other inspection and monitoring regimes within adult services;
- 4. Recommend an investigation or special review of services ensuring health and social care services are improved via Healthwatch England or directly to the Care Quality Commission (CQC)**
- Continuously evaluate existing health and social care services, making recommendations for special reviews or investigations to the CQC through Healthwatch England based on robust local intelligence;
- 5. Provide a national voice for the residents of Redbridge within Healthwatch England and share learning to shape and influence service provision**
- Ensure local intelligence gathering systems complement those established by Healthwatch England;
 - Attendance at regional and/or national events to present and champion the voice of Redbridge - highlighting good practice at regional/national levels as well as taking away learning from these events for the benefit of Redbridge.
- 6. Work in Partnership with the Authority, NHS (including CCG, GPs, GP Federation, acute and foundation trusts), Commissioned providers, Voluntary Sector and other Healthwatches**
- Represent local people through the role on the local Health and Wellbeing Board (HWB) and actively assist the development of the mandatory joint Health and Wellbeing Strategy and sharing collective Board ownership of this strategy and other decisions made at the HWB,;
 - Work in collaboration with the Authority as Commissioners and partners when co-designing services with health and social care users
 - Work in collaboration with health and social care commissioners and service providers in the voluntary and private sectors (and hospitals);
 - Nurture partnerships with local service-user groups (and existing voluntary sector networks) and ensure high quality feedback and research;
 - Share intelligence between neighbouring Healthwatch to minimise duplication and understand emerging trends that may or can impact upon Redbridge
 - Sharing of 'Enter and View' information and encouraging joint visits where practicable
 - Engage with and abide by the local Redbridge Compact.
<https://www.redbridge.gov.uk/about-the-council/redbridge-compact/>

8. Key Attributes

- 8.1. The Health and Wellbeing Strategy 2017 – 2021 vision referred to in Part A, Section 6 of this Specification shall be used by the Provider to set the strategic direction of Healthwatch Redbridge.
- 8.2. To achieve this vision and to ensure that Healthwatch Redbridge hears and shares the voices of those in vulnerable situations the Provider shall adopt the following attributes:
 - **Independent:** A free-standing body which is respected for its openness, independence and trusted by residents and stakeholders.
 - **Clearly recognised:** A body with a clear identity which is strong and distinctive from existing local organisations. It will embrace and utilise the local Healthwatch brand developed at national level.
 - **User-focused:** Relentlessly championing the voice of the service user in the health and social care system across adults and children's services
 - **Inclusive:** An organisation which finds ways to work with the many different patient and service user representative groups including hard to reach communities across the Authority.
 - **Evidence based:** A body which collates and uses evidence to underpin its priorities and target its efforts.
 - **Technically competent:** An organisation that can demonstrate the relevant skills and competencies required to deliver its functions.
 - **Influential:** Able to make an impact on the local commissioning of health and social care services; complement other inspection regimes;
 - **Flexible:** An organisation which works in partnership with key decision-makers (including the Authority, Clinical Commissioning Groups and other bodies at strategic level) while still being able to listen to the concerns of individual patients, service users and carers, represent them effectively, and challenge those same decision-making bodies when necessary.
 - **Self-aware:** An organisation which actively seeks feedback on its own performance and critically assesses its strengths and weaknesses.
 - **Accountable:** Working to a clear set of standards against which the Authority and the residents it serves can appreciate its success, being mindful of the different kinds of accountability - democratic, political and financial, accountability through scrutiny and through performance management.
 - **Good value for money:** An organisation that makes the best use of its resources by seeking to avoid duplication with other bodies in the Authority's area, and where possible, working creatively with them to deliver the most cost effective solutions to achieve its chosen priorities.

9. Relevant Legislation

- 9.1. The Provider shall comply with all relevant legislation in force at any time during the Contract Period relating to the establishment and provision of the local Healthwatch services and as more generally applicable to the services provided by the Provider pursuant to this Contract and the legislation. The Provider shall

also comply with all guidance issued in respect of local Healthwatch and its role and responsibilities.

http://www.healthwatch.co.uk/sites/healthwatch.co.uk/files/20130822_a_guide_to_the_legislation_affecting_local_healthwatch_final.pdf

- 9.2. Pursuant to (but not limited to) its compliance with the requirements in paragraph 9.1 above, the Provider shall comply with the Data Protection Act 1998 and the Freedom of Information Act 2000 and, when applicable, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"), and any future such legislation, and shall ensure that participants are aware of their responsibilities in respect of these. The Provider shall also be subject to public sector duties such as those contained in the Equality Act 2012 and shall ensure full compliance with all such duties.
- 9.3. The Provider shall be committed to safeguarding and promoting the welfare of adults, children and young people and shall require all staff and volunteers to share this commitment. The Provider shall ensure that all staff and volunteers are effectively trained in all aspects of safeguarding legislation and practice and shall, as appropriate, undertake enhanced checks with the Disclosure and Barring Service of all staff and volunteers.

10. Access, Eligibility, Inclusion and Diversity

- 10.1. The Provider shall ensure the service is accessible to all people who are entitled to receive Health or Social Care services in the Borough, or anyone who cares for or represents anyone who has access to Health or Social Care Services in the Borough.
- 10.2. The Provider shall operate from premises within the Authority's boundaries that are convenient for public transport. The premises shall be staffed at all times between 09:00 and 17:00 Monday to Friday (except Bank Holidays) by competent staff. The Provider shall also maintain a web presence and shall be contactable via a staffed telephone number during working hours and an answerphone after hours.
- 10.3. The Provider shall ensure it undertakes its duty to assist local health and social care commissioners and providers, and other voluntary and community stakeholders, by providing feedback, research, and experiences of health and social care, to improve services.
- 10.4. The Provider shall ensure the service is available to everyone within the Borough and shall actively seek the views and experiences of local people, including 'seldom heard' groups. This shall include, but not be limited to, both establishing and making full use of existing information and support systems and networks.
- 10.5. The Service provided by the Provider shall be appropriate to people's needs and shall not discriminate on the grounds of their disability, race, culture, religion, faith or belief, sexual orientation, age, gender or socio-economic situation, in

terms either of participation or of obtaining and representing people's views and experiences.

10.6. The Provider shall bear responsibility for the provision of suitable premises from which to operate the Service and all such associated costs. The premises from which the Provider operates and any proposed venues for meetings arranged by the Provider shall be fully accessible and compliant with all prevailing Equalities legislation and the Provider shall maintain a safe and clean working environment in compliance with all relevant Health and Safety at Work legislation.

10.7. The Provider as an organisation shall be inclusive and diverse in its make-up and shall operate in different formats and methods of involvement and communication. Providing accessible information and standard paragraphs, whilst operating within a variety of media, including, but not limited to:

- Website and other digital or online services (including access to surveys)
- Telephone (including an out-of-hours contact)
- Community Outreach Services
- Mail address (including a freepost facility where necessary)

11. Governance Arrangements

11.1. The Health and Social Care Act 2012 and Part 6 of the NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012 require all local Healthwatch's to be independent, not-for-profit organisations reflecting the diversity of the community it serves. The Provider shall fully comply with all governance obligations contained in the Health and Social Care Act 2012 and in compliance with Part 6 of the NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch) Regulations 2012 (and any subsequent or related legislation) and shall employ its own staff, involve volunteers and sub-contract if it chooses to do so. The Provider shall also:

- Adopt a governance framework that enables it to meet the legislative and guidance requirements together with the requirements contained in this Specification and the delivery of the outcomes and indicators;
- Include a clear identity, operating standards and a performance framework;
- Develop robust governance and management structures to fulfil responsibilities to:
 - Local service users and residents;
 - The Authority, Health and Wellbeing Board and Clinical Commissioning Group (for delivery of the quality framework in partnership with the Healthwatch England and the Local Government Association);
 - Healthwatch England;
 - Regulatory body for the chosen type of corporate body e.g. Companies House, Charities Commission etc).

11.2. The governing body of the Provider shall conform to the Nolan Principles of Standard in public life and will be responsible for delivery.

Governance Structure

11.3. The Provider shall, as a minimum, operate with a governance structure that includes, but is not limited to:

- A governing body or board of or management committee (the "Board");
- A chair of the Board (normally a non-executive director);
- Additional directors both executive and non-executive;
- An audit committee chaired by a director other than the chair of the Board (at least one member of which should have relevant and recent financial experience);
- Employed Staff;
- Members, (who own the organisation either as shareholders or as members); and
- Volunteers.

Expected Roles and Tasks of the Board

11.4. The Board members shall have clear job descriptions and the required skills and competencies necessary to fully undertake their roles. The roles undertaken by the Board shall include, but not be limited to the following:

- **Chair of the Healthwatch Board:** Ensure that meetings of the Board (and any public meetings) are chaired in an effective manner; to act as champion for the standing orders; and to investigate any complaints;
- **Representative on the Health and Wellbeing Board:** Provide an active influential and championing voice for health and social care users, the general public and the community and voluntary sectors. Present regular updates on the progress of the Healthwatch Work/Action Plan and help to inform, shape and transform services
- **Spokesperson:** Provide a public face for the Healthwatch Redbridge service on a local, regional and national level. Assume responsibility for external communications and media relationships.
- **Treasurer:** To be the legally responsible person on the Board for accounting for financial expenditure, income generation, reserves policy and the reinvesting of any surpluses in line with founding articles;
- **Authorised Officer:** Take responsibility for the development of governors and volunteers and act as the named lead on 'enter and view'.

11.5. The Board shall also ensure the following tasks are carried out, although this list is not exclusive or restrictive:

- Production of an annual work programme, created with partners and service users and agreed by the Authority and the Health and Wellbeing Board. This shall take in to account the local context of the Authority (i.e. Adult Social Care, Emerging Commissioning Strategy), CCG and the Health and Wellbeing Board
- Production of an annual report, to be presented with regular updates on the work of Healthwatch Redbridge to the Health and Wellbeing Board

- Production of audited annual accounts
- Dissemination of the annual accounts to all members and to the Authority;
- Compliance with any requirements contained in any applicable legislation and guidance and any other requirements laid down in regulations, legislation or guidance introduced at any time during the Contract Period; and
- Ensuring that the Provider operates the Service in a way that is open, transparent and accountable to local service users and residents, the Authority, Healthwatch England and the regulatory body applicable for the corporate structure of Healthwatch Redbridge.

Conflict of Interest

- 11.6. The Provider shall ensure all members of Healthwatch Redbridge (including Board, staff, volunteers etc) understand and are aware of any potential conflicts of interest and declare these as appropriate.

Staff Management

- 11.7. The Provider shall ensure that, as a minimum all staff / volunteers:

- Have appropriate performance management / supervision;
- Undertake any relevant training and personal development as necessary / required by law;
- Have an enhanced check via the Disclosure and Barring Service at appointment.

Policies and Procedures

- 11.8. The Provider shall have in place all relevant policies and procedures (as required by legislation) and update these on an annual basis.

Healthwatch Membership

- 11.9. The Provider shall develop and maintain a membership structure for individuals and organisations, as well as patients and communities including children and young people to join and take part in Healthwatch activities. The Provider shall do all it can to ensure that all members clearly understand the terms of their membership and how their information will be used. This includes effective, robust and secure data management and record-keeping relating to the Healthwatch Redbridge service which may include personal information.

12. Accountability

- 12.1. The Provider shall be accountable to:

- The local service users and residents in the Authority's area;
- The Authority in terms of ensuring value for money throughout the Contract Period; and
- The Health and Wellbeing Board.

12.2. As well as through regular contract monitoring by the Authority, the Provider shall also show accountability through the following mechanisms:

- An annual meeting - open and accessible to local stakeholders and members;
- An annual report to be published and presented to the Health and Wellbeing Board
- An annual work plan, to be developed with partners and service users, agreed by the Health and Wellbeing Board. It is expected regular updates on progress and impact of the work throughout the year will be presented to the Health and Wellbeing Board to help shape and influence service delivery in the future;
- Annual audited accounts available for public inspection.

Quality Statements¹

12.3. Sponsored by Healthwatch England, drawing upon intensive research by Leeds Beckett University and the Federation of Community Development Learning and co-produced with twenty local Healthwatch organisations, local authority commissioners and directors, the Quality Statements provide a commonly understood framework within which to bolster the effectiveness of the Provider's Healthwatch Redbridge service.

12.4. The Quality Statements will act as a reference point for the Provider and their commissioners to measure and discuss impact and effectiveness. The Quality Statements will ensure that the Provider is exerting its influence to secure better experiences for people using health and care services. A link to the Quality Statements is attached as <http://www.healthwatch.co.uk/quality-statements>.

13. Contract Monitoring

13.1. The Authority will monitor the performance of the Provider under the terms of the Contract on a quarterly basis as detailed below. In order to assist in this, the Provider shall report on its activities and finances throughout the Contract Period in such manner as detailed below or as otherwise reasonably specified by the Authority as part of a performance management review process set by the Authority.

Annual Report

13.2. The Provider shall produce by the end of the first quarter of the following year an Annual Report on expenditure, activity and achievements. This Annual Report shall be sent to the following organisations:

- Department of Health;
- NHS Commissioning Board;
- Healthwatch England;

¹ Local Healthwatch Quality Statements, Healthwatch England, February 2016

- Redbridge Clinical Commissioning Group;
- The Authority;
- Redbridge Health and Wellbeing Board;

Together with such other organisations as specified in any legislation or as reasonably requested by the Authority.

13.3. The Annual Report shall include, but not be limited to:

- The management accounts for the past year and the budget for the current financial year;
- The delivery of the outcomes within the Annual Work Plan as agreed by the Health and Wellbeing Board;
- The delivery of the main functions as defined in Part B Section 8 of this Specification and the impact this has had on service delivery or service users within the Borough
- Any significant achievements, events and activities during the Contract year;
- Plans for the coming year, linked to the main functions within this Specification, the Health and Wellbeing Strategy and other key transformation programmes

13.4. Alongside its Annual Report the Provider shall submit to the Authority for each year of the Contract its Accounts verified by a qualified examiner.

Quality Management Systems and Performance Monitoring

13.5. The Provider shall have its own internal quality assurance system, which shall include standard setting, monitoring, management and review processes, to ensure the required service quality is maintained.

13.6. The Provider shall apply for any relevant external quality management systems that are appropriate to support the quality and effectiveness of its work, but this must not be to the detriment of delivery of services.

13.7. The Provider shall benchmark its performance against national quality indicators from the Department of Health and provide this data when reporting to the Authority on its performance in accordance with section 14.8.

Monitoring and Quality Evaluation – Performance Measures

13.8. The Authority shall carry out monitoring and evaluation of the Service in collaboration with the Provider to ensure the Service is being provided in accordance with the standards stated in this Specification. The Contract will be monitored by officers in the Authority's Strategy Directorate. The Provider shall provide monitoring reports to the Authorised Officer in an electronic format agreed with the Authority two weeks in advance of the monitoring meeting.

13.9. The Provider and the Authorised Officer will hold quarterly meetings. The Council maintains the right to increase or decrease the frequency of these monitoring meetings dependent on performance. The Provider shall inform the

commissioning officers as early as possible of any reasons that may prevent it meeting the above requirements.

- 13.10. As background information for the monitoring of the contract, the Authority maintains the right to seek views from relevant users and partners through the use of surveys, questionnaires and other such methods without prior notification to the Provider.
- 13.11. The Authorised Officer shall have the right at any time to inspect the premises, equipment and documentation related to the Contract and to inspect any associated area of activity forming part of the Contract.

Monitoring Reports

- 13.12. At its monitoring meetings, the Provider shall give a presentation of its quarterly monitoring reports ('Quarterly Report') to demonstrate progress against the work plan and identifying trends across the period to which the Quarterly Report relates.
- 13.13. The Provider shall ensure that all information provided in the Quarterly Report relates to the services funded by the Authority and not to any separately funded programmes run by The Provider.
- 13.14. The Provider shall provide evidence of how it is analysing and using the monitoring information produced to inform continuous improvement of the services provided.
- 13.15. The Provider shall include detail of the number of complaints / compliments / comments received and outcomes received during the period covered by the Quarterly Report and the outcomes of the same.
- 13.16. The Provider shall include in the Quarterly Report detail as to any Protection of Vulnerable Adults (POVA) and/or other serious incidents that have occurred during the period covered by the Quarterly Report.

Performance Monitoring

- 13.17. The Provider shall deliver the following Outcomes and shall clearly demonstrate to the Authority throughout the Contract Period that the Outcomes are being achieved and/or exceeded:

Key Function	Performance Indicator
Represent and share the diverse range of people's views in Redbridge	<ul style="list-style-type: none"> • Evidence of input from public, local voluntary and community groups in developing work programme and priorities • Evidence of engagement with public, local voluntary and community groups • Analysis of the range and diversity of

Key Function	Performance Indicator
	<p>people who use HW Redbridge and how this compares with the make-up of the borough contained in documents such as the Joint Strategic Needs Assessment and how this is used</p> <ul style="list-style-type: none"> • Evidence that information is readily available, publicised, and up to date • Required information is available in an accessible formats e.g. easy read, in different languages or in multi-media format such as Braille or audiotape
<p>Ensure the views of patients, service users and the general public are used to inform, shape and influence the transformation and commissioning of services</p>	<ul style="list-style-type: none"> • Reports and recommendations made which lead to key strategies, the shaping of services and service improvements - based on evidence collected from consultation, Enter and View of services, requests for information and analysing data • Reports submitted to decision makers, commissioners and Healthwatch England that have clear recommendations based on analysis of data collected • Evidence of input from public, local voluntary and community groups in developing work programme and priorities • Evidence that strategic documents incorporate community feedback coordinated through Healthwatch
<p>Provide an independent view, based on patient, service user and public perspectives to ensure good practise of service delivery in social care</p>	<ul style="list-style-type: none"> • Coordinate activity to ensure a Healthwatch representative is present at all meetings and events concerning health and social care issues and contributing, constructively and effectively • System in place for prioritising Enter and View visits based on feedback from the community and stakeholders and monitoring the outcomes • Demonstrate how the information collated influences social care practise • Scheduled visits included in work plan for the year • Recruitment and training programme in place to develop a team of skilled Enter and View representatives that are equipped to carry out thorough reviews and write evidence based reports
<p>Recommend an investigation or special review of services via Healthwatch</p>	<ul style="list-style-type: none"> • Protocol in place to share intelligence gathered with commissioners

Key Function	Performance Indicator
England or directly to the Care Quality Commission (CQC)	<ul style="list-style-type: none"> • Regular sharing of data with commissioners with evidence of when recommendations have contributed to shared outcomes • Regular feedback to CQC
Provide a national voice for the residents of Redbridge within Healthwatch England and share learning to shape and influence service provision	<ul style="list-style-type: none"> • Protocols in place to share information with Healthwatch England • Evidence of how information from HW Redbridge has been used by Healthwatch England • Awareness of national policy debate and pieces of work
Work in Partnership with LB Redbridge, NHS (including CCG, GPs, GP Federation, acute and foundation trusts), Commissioned providers, Voluntary Sector and other Healthwatches	<ul style="list-style-type: none"> • Regular meetings scheduled and held between all three (3) BHR Healthwatch organisations, including an annual public meeting to bring together Healthwatch, partners and the public • Established system in place for information flows between boroughs and other partners

Use of Funding

13.18. All funds provided to the Provider by the Authority pursuant to the Contract shall be spent entirely on the delivery of the obligations under the Contract as set out in the agreed annual work plan. The Provider shall also maintain a schedule of costs and provide this on request to the Authority to demonstrate the use of the funds provided.

14. Role of Healthwatch Redbridge Service in Relation to Partners

Health and Wellbeing Board

14.01. Pursuant to the Health and Social Care Act 2012, the Provider shall be a member of the local statutory Health and Wellbeing Board throughout the Contract Period.

14.02. The Provider shall identify a suitable member of the Board to represent the Provider on the Health and Wellbeing Board. This representative shall be expected to:

- Provide regular updates on the Healthwatch work plan
- Provide a credible and active voice on the Health and Wellbeing Board, participating fully in discussions and elevating patients' voice to the Health and Wellbeing Board and effectively representing their views in a clear and evidenced manner;

- Speak on behalf of consumers of health and care services, and not from a personal perspective;
- Be well informed about the views of patients, service users and the public about issues discussed by the Health and Wellbeing Board including statistical information, outcomes and milestones;
- Provide constructive challenge, from a patient and public perspective;
- Support the delivery of the Health and Wellbeing Strategy and wider objectives of the Board;
- Effectively communicate outcomes and decisions from the Health and Wellbeing Board to the Provider, demonstrating the rationale for how these decisions were reached and how they relate to the wider contexts of Health and Social Care service planning;
- Be able to operate within the changing landscape of health and social care by having a good understanding and awareness of the key current and emerging issues; informed by local intelligence data, networking and professional relationship building with key partners and keeping up to date with relevant policy and legislation
- Develop a programme of community engagement with the Health and Wellbeing Board and its activities linking in with the Authority, NHS, General Practitioner ("GP") practices including the GP Federation etc.

Clinical Commissioning Groups (CCGs)

- 14.03. CCG's are required to demonstrate 'meaningful engagement with patients, carers and their communities' and show how the views of individual patients are translated into commissioning decisions.
- 14.04. The Provider shall work with the Authority's CCGs and the GP community, to support them in developing strong relationships with the Provider. This may take on the form of a 'formal agreement' with the CCG's and any relevant sub-structures. This will support sharing of learning with GPs, pharmacists and other primary care.

Children's Services

- 14.05. The Provider shall work closely with the Authority's services to ensure that their plans and priorities are shaped by the views of children and young people in a timely and planned way.
- 14.06. The Provider shall align its engagement and consultations with children and young people and shall adopt and build on best practice in engaging children and young people.
- 14.07. The Provider shall be committed to safeguarding and promoting the welfare of children and shall require all staff and volunteers to share this commitment. Pursuant to this the Provider shall ensure that all staff and volunteers have an appropriate level of awareness and training about safeguarding issues.

15. Payments and Defaults

- 15.01. The Authority shall pay the Provider unless otherwise agreed in writing by the Authority and the Provider an advance payment for the provision of the services of three twelfths (3/12) of the Annual Contract Sum. Further payments shall be made on expiry of the first three (3) months of the Contract by equal quarterly instalments in arrears. All payments will be made by BACS Credit transfer, commencing on 1st April 2018.
- 15.02. Throughout the Contract Period the Provider shall, within fourteen (14) Working Days of the last Day of each quarter submit to the Authority an invoice in respect of the Service provided during the previous quarter.
- 15.03. All invoices shall clearly identify the work to which the invoice relates and shall be accompanied by timesheets, receipts and such other supporting documentation as the Authority may reasonably require in order to verify the content of the invoice and shall be in a format as prescribed by the Authority.
- 15.04. Any invoices disputed by the Authority or not submitted in accordance with the Authority's requirements will be notified to the Provider within fourteen (14) Days of receipt of the disputed invoice by the Authority. The Provider shall then be required to re-submit such disputed invoice within seven (7) Days of notification to the Provider of the dispute. Any disputes as to the content of any invoice that cannot be resolved between the Authority and the Provider shall be dealt with in accordance with the Disputes and Mediation Clause contained in the Conditions of Contract (Volume A).
- 15.05. The Authority will pay all valid undisputed invoices within twenty-eight (28) Days of receipt of the same.
- 15.06. The Authority shall be entitled to make adjustments to the Provider's invoice in respect of any part of the Service not performed or not performed to the reasonable satisfaction of the Authorised Officer as detailed in the Conditions of Contract (Volume A).
- 15.07. The sums contained in any invoice submitted by the Provider shall be in accordance with the Provider's accepted Pricing Schedule (without increase).
- 15.08. The monies to be paid to the Provider shall remain fixed throughout the Contract Period (for the avoidance of doubt, including any extensions to the Initial Contract Period) and shall not be increased in line with inflation or any other reason. In addition, the Authority shall not entertain any claims by the Provider for any increases in costs, whether expected or unexpected, that occur during the Contract Period.

Defaults

- 15.09. Failure by the Provider to comply with the monitoring and performance requirements detailed in this Specification or otherwise notified to the Provider

may be determined by the Authority as a breach of the Contract, and subsequent action may be taken. If this situation arises, the Authorised Officer will be entitled to serve the Provider with a Default Notice.

15.10. Below are some examples of Defaults (this does not represent an exhaustive list):

- Failure to deliver the requirements detailed in this Specification;
- Failure to submit documentation to the Authority, for example in relation to monitoring performance linked to services detailed in this Specification;
- Failure to reach agreed targets for services detailed in this Specification;
- Inappropriate use of funds allocated to this Contract; and
- Failure to operate complaints procedure.

15.11. Any obligation detailed in this Specification may be the subject of a Default Notice on each occasion that a breach of obligation occurs.

15.12. Healthwatch Redbridge shall be aware that if issued with a Default Notice that the Authority shall be entitled as part of the Default Notice, to withhold or to recover from the Provider any monies paid to as commensurate with the default in the service provision.

16. Useful Links to key legislation and policy documents

a) Local Healthwatch: A strong voice for people - the policy explained

<https://www.gov.uk/government/publications/local-healthwatch-a-strong-voice-for-people-the-policy-explained>

b) Local Healthwatch powers, limitations, duties and responsibilities

The Local Government & Public Involvement in Health Act 2007 (as amended) sets out the powers and limitations for a Local Healthwatch. Duties and responsibilities are set out in The Local Involvement Networks Regulations 2008

<http://www.legislation.gov.uk/ukxi/2008/528/contents/made>

Amendments to the Local Government and Public Involvement in Health Act 2007 are set out in the Health and Social Care Act 2012

<http://www.legislation.gov.uk/ukpga/2012/7/contents/enacted>

c) Information on Healthwatch governance arrangements are set out in Regulation 35 of the NHS Bodies and Local Authorities (Partnership Arrangements, Care Trusts, Public Health and Local Healthwatch Regulations 2012)

<http://www.legislation.gov.uk/ukxi/2012/3094/regulation/42/made>

d) Requirements for provision of Annual Reports

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/262761/local_healthwatch_annual_reports_directions_2013.pdf

e) Requirements for Local HealthWatch branding

http://www.healthwatch.co.uk/sites/healthwatch.co.uk/files/local_healthwatch_guidelines_final_0_1.pdf

f) Awareness of equalities issues:

<http://www.legislation.gov.uk/ukpga/2010/15>

g) Redbridge's Health & Wellbeing Board:

<https://www.redbridge.gov.uk/health-and-wellbeing/public-health-strategies-and-policies/>