

## Schedule 6

### Contract Management

#### Overview

This Schedule sets out how the Contract will be managed and monitored during the Contract Period and may be modified by agreement of the Parties. Where applicable this Schedule will be read in conjunction with Schedule 9 Sanctions and Escalation Process. The Council will during the Contract Period monitor the improvement, compliance, sustainability and value added to the Services by the Provider. The Contract Manager will be based in the Commissioning team for Social Care, Health and Wellbeing. However, any changes throughout the lifetime of the Contract will be communicated to Providers.

The Contract Manager is accountable to senior management for maintaining a contractual relationship that delivers the Contract required.

#### 1. Performance Measurements

Key Performance Indicators (KPI's), Escalation Process, Sanctions and accountability are key tools that the Council will utilise during the contract management process.

- 1.1 The Council and the Provider will utilise the measurable indicators set out in this Schedule to continue delivering a continuously improving service, thereby increasing value and reducing process and supply chain waste and costs whilst culminating in a better value operation.
- 1.2 The Key Operational Indicators (KOIs) and Key Management Indicators (KMIs) will be submitted by Providers to the Council using a web based online form. This information will then be collated and performance reports will be published for the benefit of Providers, health and social care professionals and the public to enable them to make more informed choices.

#### 2. Reporting

- 2.1 Reporting will be needed by the Council from the Commencement Date of this Contract - information relating to the KMI's and KOI's; which will be consolidated, in certain cases, to support statistical reporting. The Council reserves the right to request additional information, if required, during the Contract Period.
- 2.3 Information in these Reports may be used by the Council to populate various information such as bulletins, papers etc. as seen appropriate for the benefit of Residents in Kent. This information will be gathered quarterly.
- 2.5 The Quality Data will be made available to other Government organisations and operating partners, including: The Clinical Commissioning Groups, Care Quality Commission and the NHS. Information may also be required for issue under statutory legislation and for Public distribution, if deemed in the public interest and not in breach of Statutory Regulations i.e. Data Protection Act.
- 2.6 KPI reporting Schedule
  - 2.6.1 The Council will publish a reporting schedule, to all Providers operating under the DPS, which will highlight the reporting dates and time of submission. This schedule will be issued annually. The first schedule will be made available within 10 Working Days of the Contract Commencement Date.

## 2.7 Report Submission

2.7.1 All submissions will be required via a Web form. Details of the link to use will be communicated to Providers within 10 days of the Contract Commencement Date.

## 3 Key Performance Indicators (KPI's)

3.1 The two types of indicator set out below will be used to manage this contract.

- Key Management Indicators (KMI's)
- Key Operational Indicators (KOI's)

The quarterly submission deadlines or cut-off date/s will be communicated to Providers prior the Commencement Date. The Council reserves the right to vary the number and type of KPI and KOI information requested from Providers and this will be notified to Providers as appropriate via change control (Schedule 5).

The table set out below outlines all KPI's that Providers must complete and submit under the agreed terms of this Contract.

	Expected Outcome	KPI Description	Requirement	Target
1	Providers proactively deal with all complaints, suggestions and compliments	<p>a) No. complaints recorded during the quarterly reporting period</p> <p>b) No. complaints responded to within 28 days of receipt</p>	Total number of occurrences during the quarter	100%
2	Residents receive committed, consistent, quality care	<p>a) No. staff employed at the care home (all staff) at the end of the quarterly reporting period</p> <p>b) No. care staff employed in the home at the end of the quarterly reporting period</p> <p>c) No. care staff who hold or who are working towards a qualification in Health and Social Care through the Qualifications Credit Framework (<i>Care staff includes any staff carrying out hands-on care i.e. care workers, seniors, team leaders</i>) at the end of the quarterly reporting period</p> <p>d) No. staff having completed or currently undertaking an induction in line with Skills for Care's Care Certificate</p>	Total number as at end of quarter	100%
3	Residents receive committed, consistent, quality care	<p>a) No. of new staff employed within the care home during the quarterly reporting period</p> <p>b) No. staff leaving employment during</p>	a), b), c), d) - Total number of occurrences during the quarter	No formal target set in Year 1

	Expected Outcome	KPI Description	Requirement	Target
		<p>the quarterly reporting period</p> <p>c) No. agency staff used during the quarterly reporting period</p> <p>d) No. days absence as a result of sickness during the quarterly reporting period</p> <p>e) No. staff employed on zero hours contracts at the end of the quarterly reporting period</p>	e) - Total number as at end of quarter	
4	Managers have the skills to lead and manage the service effectively	<p>a) No. managers at the care home (include home manager, unit manager/s, deputy managers etc) at the end of the quarterly reporting period</p> <p>b) No. managers enrolled in or completed a leadership or management training programme at the end of the quarterly reporting period</p>	Total number as at end of quarter	100%
5	Any negative effects arising from unplanned hospital admissions are minimised	<p>a) No. residents admitted to hospital via a planned admission during the quarterly reporting period</p> <p>b) No. residents admitted to hospital as an emergency during the quarterly reporting period</p>	Total number of occurrences during the quarter	No formal target set in Year 1
6	Residents are safeguarded from physical and emotional abuse, harassment, neglect and self-harm	<p>a) All staff are subject to an enhanced DBS check prior to commencing employment</p> <p>b) All staff receive Adult Protection Training Level 1 within 12 weeks of commencement of employment</p>	Yes or No answers	100%
7	Short-term residents move on from the service in a planned way	<p>a) No. short term placements made during the quarterly reporting period</p> <p>b) No. short-term placements resulting in a return home (<i>e.g. own home, extra care scheme, retirement housing</i>) during the quarterly reporting period</p>	Total number of occurrences during the quarter	No formal target set in Year 1

3.1.2 Failure to submit KPIs to the published dates may result in the imposition of a contract sanction. In addition, failure to submit a complete set of KPI data for the preceding six month period will result in the performance score of zero (0) out of a

maximum of 20 points for the Provider for the following six months until the next review period as detailed in Schedule 2 Pricing.

3.1.3 A Default will be discussed and resolved by using the escalation process in compliance with Clause 58 of the main body of the Contract. An unsuccessful completion of the escalation process will result in the termination of Services or temporary suspension, as per Schedule 9 Sanctions and Escalations Process.

### 3.2 Ranking and Review (Quality and Performance)

3.2.1 Both quality (40%) and performance (20%) will be measured six monthly (twice per year) in April and October each year for all Providers who have entered into and signed a Contract with the Council and who have held a DPS Contract for a minimum of three months prior to the Review date. The original quality score awarded will, therefore, be reassessed every six months.

### 3.3 Quality

3.3.1 The Provider's score resulting from the quality and capability questions that was used as part of the tender will be reset to zero every six months. Providers must complete the quality and capability questions at each review period during the lifetime of the Contract. The responses to these questions will determine the Provider's quality score (maximum of 40 points) and all Providers will subsequently be re-ranked on the DPS.

3.3.2 In April 2017, once the Fundamental Standards CQC inspection framework ("CQC Framework") is available to all Kent Care Home Providers and all Providers have received a rating under the new CQC Framework, the quality and capability questionnaire that was used as part of the tender process, will be revised to include a question concerning the ratings for each of the five key tests (as set out below) for each Care Home on the DPS. The additional question will ask each Care Home to state what the outcomes of the most recent CQC inspection was for each of the following:

- Is it Safe? Outstanding/Good/Requires Improvement/Inadequate
- Is it Effective? Outstanding/Good/Requires Improvement/Inadequate
- Is it caring? Outstanding/Good/Requires Improvement/Inadequate
- Is it Responsive to people's needs? Outstanding/Good/Requires Improvement/Inadequate
- Is it well led? Outstanding/Good/Requires Improvement/Inadequate

3.3.3 This additional question will replace 50 % of the current quality score thus equating to 20 points. Therefore the existing questions will total the remaining 20 points required. This is explained in Appendix A.

3.3.4 Providers must request and complete a new quality and capability questionnaire if CQC re-inspect a contracted Care Home throughout the Contract Period. A new quality score will then be awarded. Introducing this mechanism of reviewing the quality score will allow all Providers to improve their current score and introduce flexibility into the quality ranking of providers on the DPS.

### 3.4 Performance (KPIs)

Of the KPI's stated in section 3.1 of this document, the following 4 have been identified as critical to the provision of the Services and have therefore been

allocated an equal weighting of 5% or 5 points for each individual KPI. The total of these determines the Providers Performance score, out of a maximum of 20 points, as stated in the original Tender evaluation.

No.	Expected Outcome	KPI Description	Target	Reporting Period	Weighting
1	Providers proactively deal with all complaints, suggestions and compliments	a) No. complaints recorded during the quarterly reporting period b) No. complaints responded to within 28 days of receipt	100%	Quarterly	5
2	Service Users receive committed, consistent, quality care	b) No. care staff who hold or who are working towards a qualification in Health and Social Care through the Qualifications Credit Framework ( <i>Care staff includes any staff carrying out hands-on care i.e. care workers, seniors, team leaders</i> ) at the end of the quarterly reporting period	100%	Quarterly	5
4	Managers have the skills to lead and manage the service effectively	b) No. managers enrolled in or completed a leadership or management training programme at the end of the quarterly reporting period	100%	Quarterly	5
6	Service Users are safeguarded from physical and emotional abuse, harassment, neglect and self-harm	a) All staff are subject to an enhanced DBS check prior to commencing employment b) All staff receive Adult Protection Training Level 1 within 12 weeks of commencement of employment	100%	Quarterly	5

3.4.1 Each critical KPI will be allocated a score between 0 and 4. The table below defines mechanism of how each score will be applied. This performance score will be published on the Council's Online Care Directory and will form part of the ranking sheet on the Kent Business Portal.

### Evaluation of Performance Data

Score	Evaluation Criteria	Guidance for Evaluators								
4	An excellent example of a collaborative relationship, accurate, meaningful contributions and delivering targets.	<p>Service Provider has achieved 100% for 2 consecutive reporting periods.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month 3 (%)</th> <th style="text-align: center;">Month 6 (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">100.00</td> <td style="text-align: center;">100.00</td> </tr> </tbody> </table>	Month 3 (%)	Month 6 (%)	100.00	100.00				
Month 3 (%)	Month 6 (%)									
100.00	100.00									
3	Good performance, suggesting improvements to service, takes on board all comments and actions.	<p>Service Provider has achieved improvement over 2 consecutive reporting periods and has managed to achieve 100% by the second quarter; for example:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month 3 (%)</th> <th style="text-align: center;">Month 6 (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">80.00</td> <td style="text-align: center;">100.00</td> </tr> </tbody> </table>	Month 3 (%)	Month 6 (%)	80.00	100.00				
Month 3 (%)	Month 6 (%)									
80.00	100.00									
2	Reasonable improvement and shows willingness to co-operate and improve.	<p>Service Provider has achieved improvement of more than 10% over 2 reporting periods; for example:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month 3 (%)</th> <th style="text-align: center;">Month 6 (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">60.00</td> <td style="text-align: center;">75.00</td> </tr> </tbody> </table>	Month 3 (%)	Month 6 (%)	60.00	75.00				
Month 3 (%)	Month 6 (%)									
60.00	75.00									
1	Some minimal performance improvement, but little Contract Management engagement.	<p>Service Provider has achieved improvement of up to 10% over 2 reporting periods; for example:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month 3 (%)</th> <th style="text-align: center;">Month 6 (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">80.00</td> <td style="text-align: center;">90.00</td> </tr> </tbody> </table> <p style="text-align: center;">OR</p> <p>The performance of the Service Provider has remained static over 2 reporting periods; for example:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Month 3 (%)</th> <th style="text-align: center;">Month 6 (%)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">90.00</td> <td style="text-align: center;">90.00</td> </tr> </tbody> </table> <hr style="width: 20%; margin-left: auto; margin-right: auto;"/>	Month 3 (%)	Month 6 (%)	80.00	90.00	Month 3 (%)	Month 6 (%)	90.00	90.00
Month 3 (%)	Month 6 (%)									
80.00	90.00									
Month 3 (%)	Month 6 (%)									
90.00	90.00									

0	Frequent KPI failure and/ no increase in performance, including any contract sanctions.	Service Provider has failed to comply (i.e. less than 2 consecutive ' quarters worth of KPI data)
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3.4.2 Both the Quality and Performance score can be improved six monthly as part of the review period as the re assessment takes place. This may occur earlier, for quality, if CQC re-inspect a contracted Care Home after 1 April 2017 when this question is to be included within the quality and capability questionnaire.

3.4.3 No formal targets will be set for the first year of the contract for KPI 3, 5 or 7. In these cases the Council will analyse the KPI data returned from all Providers on the Contract for the first four reporting quarterly reporting periods and then set a target expectation for the second year of the Contract (April 2017 - April 2018).

3.4.4 The Council will review the KPI reporting requirements annually during the lifetime of the Contract and any changes will be made following consultation and communication with all contracted Providers.

3.4.5 The Council reserves the right to change a Providers score if performance either improves or reduces during the Contract Period.

#### 4 Key Operation Information (KOI)

4.1 In addition Providers will also need to submit Key Operational Information quarterly using an online web form intervals, as outlined in the following table:

	Management Information	Reporting Period
1	No. permanent residents	Quarterly
2	No. of permanent self-funding residents	Quarterly
3	No. permanent KCC funded residents	Quarterly
4	No. of permanent CHC funded residents	Quarterly
5	No. of permanent residents funded by other local authorities	Quarterly
6	No. beds registered with CQC	Quarterly
7	No. of Deprivation of Liberty Safeguards (DoLS) applications made during the quarterly reporting period	Quarterly
8	No. of DoLS applications made but not yet granted standard authorisation during the quarterly reporting period	Quarterly

#### 5 Contract Monitoring

5.1 The Council will conduct contract monitoring activities within an intelligence framework using information from a variety of sources not limited to the following:

- Inspection findings from the Regulator (currently the Care Quality Commission-CQC) and intelligence including any Warning Notices or Notices of Proposal
  - Complaints
  - Whistleblowing
  - Safeguarding alerts/Serious Case Reviews
  - Monitoring reports from other public bodies e.g. Public Health England, Kent Fire and Rescue Service, Health and Safety Executive, Environmental Health, other local authorities
  - Reports from Health watch Kent or other body representing consumers
- 5.2 The frequency of announced or unannounced visits to the Provider will be determined by the above intelligence.
- 5.3 Within 12 months of the Contract Commencement Date (and yearly thereafter) the Provider shall submit to the Council a completed contract monitoring form by email for each of the Care Homes that operate within the Contract. The format of the form will be published to all Providers within three months of the Contract Commencement Date prior to the annual contract review. The evidence presented by the Provider will then be reviewed at the Annual Contract Review.
- 5.4 The purpose of the Annual Contract Review is to identify:
- Providers adherence to the Service Specification
  - An objective and a subjective review of the last 12 months service delivery and performance specifically dealing with the Provider's contribution to the Service activities such as planning, business continuity, contract management, training, people development, value for money, innovation and continuous improvement.
  - The performance measures, which demonstrate the Provider's contribution to meeting the Council's transformation objectives in relation to the Services.
  - The cumulative year-to-date view of how the Provider is meeting (or has met) the performance criteria set out in this Schedule.

## **6 Strategic Business Meetings**

- 6.1 The Council's Strategic Commissioning will meet with Provider organisations with three or more Care Homes operating in Kent on a strategic basis to review performance, quality and contracting issues across the group on a regular basis and no less than twice per year.
- 6.2 The purpose of these meetings will be to provide for:
- 6.2.1 A strategic overview of the Supplier's performance over the preceding period and shall contain all information on quality, performance and pricing to enable strategic oversight
- 6.2.2 Sharing of business priorities and an exploration of how the Provider could meet the Councils strategic objectives.



**7. Meetings**

- 7.1 All meetings shall be attended by the Council's Contract Manager and the Provider's Key Personnel for each service area (or any other Council or Provider officer with delegated authority to act in relation to the Services).
- 7.2 The Parties shall meet at a time and in a location specified by the Council's Contract Manager in the meeting notice.
- 7.3 The agenda will be as circulated by the Council's Contract Manager in advance of the meeting.

**8. Sanctions and Escalations**

- 8.1 Full details of the Sanctions and Escalations procedures, relevant to this Contract can be found in Schedule 9 Sanctions and Escalations Process.