

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 (KPIs), 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.

2. Reporting

- 2.1 Reporting will be needed by the Council from the Commencement Date of this Contract 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 Integrated Care Board (ICB), 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 A KPI Reporting schedule will be issued for completion twice annually.
- 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.

3. Key Performance Indicators (KPIs)

- 3.1 The type of indicator set out below will be used to manage this contract.
- Key Management Indicators (KMIs)

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 the Provider and this will be notified to the Provider as appropriate via change control (Schedule 5).

The Provider must complete and submit all of the KPIs outlined in Annex F.

- 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 57 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.

3.3 Quality

- 3.3.1 Providers must complete the quality and capability questions at each review period during the lifetime of the Contract as required.
- 3.3.2 Providers must request and complete a new quality and capability questionnaire if CQC re-inspect a contracted Care Home throughout the Contract Period.

4. Contract Monitoring

- 4.1 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
- 4.2 The frequency of announced or unannounced visits to the Provider will be determined by the above intelligence.

4.3 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. The format of the form will be published to the Provider 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. Monitoring of care will be determined by factors including the number of KCC funded placements at the home and the percentage of KCC funded placements where this is a high proportion of the total care home capacity.

4.4 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.

5 Strategic Business Meetings

5.1 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.

5.2 The purpose of these meetings will be to provide for:

5.2.1 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

5.2.2 Sharing of business priorities and an exploration of how the Provider could meet the Council's strategic objectives.

6. Meetings

6.1 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).

6.2 The Parties shall meet at a time and in a location specified by the Council's Contract Manager in the meeting notice.

6.3 The agenda will be as circulated by the Council's Contract Manager in advance of the meeting.

7. Sanctions and Escalations

7.1 Full details of the Sanctions and Escalations procedures, relevant to this Contract can be found in Schedule 9 Sanctions and Escalations Process. The Sanctions process may be applied if there is continued underperformance from the supplier.