

Report To: Health and Social Care Committee **Date:** 28 February 2019

Report By: Louise Long
Corporate Director (Chief Officer)
Inverclyde Health & Social Care
Partnership **Report No:** SW/22/2019/HW

Contact Officer: Helen Watson
Head of Strategy & Support
Services **Contact No:** 01475 715285

Subject: Updating of the Contract Management Framework

1.0 PURPOSE

- 1.1 The purpose of this report is for the Health and Social Care Committee to approve the updated draft Contract Management Framework.

2.0 SUMMARY

- 2.1 The previous Contract Management Framework was completed in 2009 and described the roles and responsibilities the service performed in relation to the Supporting People Programme, Contractual and Commissioning arrangements and included Social Work Complaints. It therefore required updating to reflect the redesign of the current service.
- 2.2 The operational responsibility for the Contract Management Framework lies within the Quality and Development Strategic Commissioning Team.
- 2.3 The updated Contract Management Framework reflects current legislative and policy requirements whilst making best use of the resources within the Strategic Commissioning Team.

3.0 RECOMMENDATIONS

- 3.1 That the Inverclyde Health and Social Care Committee members approve the attached Contract Management Framework and the roles and responsibilities performed by the current service.

Louise Long
Chief Officer
Inverclyde HSCP

4.0 BACKGROUND

- 4.1 Inverclyde Health & Social Care Partnership (HSCP) covers the full range of community health and social care services. The HSCP comprises children and adult health and social care services, specialist adult and children's services, fostering and adoption services, public protection, commissioned social care services, health improvement and inequalities services, advice services, criminal justice, homelessness and a wide range of support services.
- 4.2 The responsibility for the HSCP Contract Management Framework sits within the Strategy and Support Services, Quality and Development Service, Strategic Commissioning Team.
- 4.3 Inverclyde HSCP Contract Management Framework outlines the responsibilities of strategic commissioning, contract management staff, care managers and providers in carrying out continuous evaluation of purchased service. The Contract Management Framework details the approach taken to effectively manage purchased care and support services across all client groups. This document provides an overview of the key aspects of the Contract Management Framework (CMF).
- 4.4 The CMF document refers to any monitoring that takes place in relation to contractual terms and conditions, framework terms, grant funded letters, service level agreements and services purchased for individuals under any Councils special terms and conditions.
- 4.5 The CMF covers the following areas:
- Contracts and Grants
 - Principles of the framework
 - Provider Monitoring Returns
 - Risk Assessment Tool and Guidance
 - Monitoring Guidance
 - The Contract Monitoring of Services
 - Service Manager and Care Manager Involvement
 - Significant Event Notifications
 - The Contract Master List
 - Governance of External Providers
- 4.6 The process for each area noted above can be found in the relevant sections of the CMF document attached.

5.0 IMPLICATIONS

5.1 FINANCE

Cost Centre	Budget Heading	Budget Years	Proposed Spend this Report £000	Virement From	Other Comments
N/A					

Annually Recurring Costs / (Savings)

Cost Centre	Budget Heading	With Effect from	Annual Net Impact £000	Virement From	Other Comments
N/A					

LEGAL

5.2 N/A

HUMAN RESOURCES

5.3 There are no specific human resources implications arising from this report.

EQUALITIES

5.4 Has an Equality Impact Assessment been carried out?

	YES
✓	NO – This report does not introduce a new policy, function or strategy or recommend a change to an existing policy, function or strategy. Therefore, no Equality Impact Assessment is required.

REPOPULATION

5.5 The HSCP Joint Commissioning Strategies take into account demographic trends to inform current and future plans for services for the people of Inverclyde.

6.0 CONSULTATION

6.1 The report has been prepared by the Chief Officer of Inverclyde Health and Social Care Partnership (HSCP) after due consideration with relevant senior officers in the HSCP.

7.0 BACKGROUND PAPERS

7.1 Draft Contract Management Framework



Inverclyde Health & Social Care Partnership

Contract Management Framework:

Strategic Commissioning Service

January 2019

For copies or more information contact:

Strategic Commissioning Team

Quality & Development Service

Hector McNeil House

7-8 Clyde Square

Greenock PA15 1NB

Or email:

strategic.comm@inverclyde.gov.uk

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1. Background

- 1.1. Inverclyde Health & Social Care Partnership (HSCP) covers the full range of community health and social care services. The HSCP comprises children and adult health and social care services, specialist adult and children's services, fostering and adoption services, public protection, commissioned social care services, health improvement and inequalities services, advice services, criminal justice, homelessness and a wide range of support services. The Strategic Commissioning Service, within the Strategic and Support Head of Service Area, is a support service, encompassing strategic and operational planning and performance monitoring, contract monitoring, procurement, commissioning, people involvement and strategic partnerships, information systems, workforce development and quality assurance. The purpose of the Strategic Commissioning Service is to respond to the needs of operational services in delivering their requirements and aims to be a responsive, customer led service to provide strategic and developmental support across the HSCP.
- 1.2. The responsibility for the HSCP Contract Management Framework sits within the Strategy and Support Services, Quality and Development Service, Strategic Commissioning Team.
- 1.3. Inverclyde Health & Social Care Partnership Contract Management Framework outlines the responsibilities of strategic commissioning, contract management staff, care managers and providers in carrying out continuous evaluation of purchased service. The Contract Management Framework details the approach taken to effectively manage purchased care and support services across all client groups. This document provides an overview of the key aspects of the Contract Management Framework.
- 1.4. Any reference to contract monitoring throughout this document refers to any monitoring that takes place in relation to contractual terms and conditions, framework terms, grant funded letters, service level agreements and services purchased for individuals under any Councils special terms and conditions.

2. Contracts and Grants

- 2.1. Contracts – a contract is essentially a legally enforceable agreement between parties under which the provider/organisation provides services in return for payment.
- 2.2. Contractual arrangements must adhere to best value taking account of the procurement regulations and standing financial arrangements of Inverclyde Council and NHS GGC.
- 2.3. A service contract will generally contain:
 - 2.3.1. An obligation requiring the provider/organisation to provide services.
 - 2.3.2. An obligation requiring the public authority to pay for that service provision.
 - 2.3.3. Provision dealing with rights to terminate the contract.
 - 2.3.4. Provisions relating to breach of contract and liabilities.
 - 2.3.5. Contract provisions dealing with matters such as variation of terms, waiver of rights, subcontracting, law governing the contract and the forum for disputes.
- 2.4. A Grant – can be described as a payment made by a public authority in exercise of a statutory power. The grant award is often on the condition that spending the funding is awarded in a particular manner or for particular services/tasks/outcomes to be delivered.

- 2.5. Grant funding allocations to organisations/providers are considered annually and open for providers/organisations to apply for. They are allocated as a one off grant payment on a yearly basis. If staff are in any doubt as to whether funding to an organisation/provider should be grant funded or a tendered contract they should seek advice from the Council's Legal Services.
- 2.6. Commissioners seeking to allocate a grant to providers/organisations should seek the approval of the appropriate Head of Service, Procurement Manager and or Inverclyde Council Legal Services to ensure procurement regulations are being adhered to.
- 2.7. The Strategic Commissioning Team will be responsible for the preparation, recording and tracking of the Grant Letter to be issued to the provider/organisation.
- 2.8. The Commissioning Officer should advise the Strategic Commissioning Team of the amount of funding and what is expected to be provided for example the service/tasks/outcomes to be included in the Grant Letter to the provider/organisation.
- 2.9. The Grant Letter should be signed off by the appropriate Head of Service and sent to the provider. A copy of the Grant Letter can be found at (Appendix 1).
- 2.10. Any grant to a provider will be added to the Contract Master List and subject to any monitoring or governance processes carried out by the Council or Inverclyde HSCP.

3. Guiding Principles of the Contract Management Framework

3.1. The Contract Management Framework is designed to:

- Focus resources where they are required most to promote Health and Wellbeing across services and in our communities.
- Allow for early identification and addressing of issues, concerns, risks, centred on preventative, anticipatory care with a focus on recovery, rehabilitation and re-ablement, leading to greater independence.
- Collect and record more structured and consistent information across care groups
- Collect and record qualitative and quantitative data to support benchmarking, planning, delivery, change and commissioning
- Improve approaches to quality assurance and quality improvements across all internal and external contracted HSCP services.
- Adhere to best value taking account of the procurement regulations and standing financial arrangements of Inverclyde Council and NHS GGC
- Allow autonomy for service managers in how they conduct contract management activity and follow up on the outcomes of unannounced and announced contract monitoring/monitoring visits.
- Promote more robust monitoring of financial and governance arrangements with service providers
- Allow service provider contract monitoring/monitoring to be conducted in a standardised format, with frequency determined by level of risk.
- Promote best practice in all areas to inform options appraisal and decision making.

3.2. This approach is in line with Inverclyde HSCP Strategic Plan 2016 – 2019 and Inverclyde HSCP's 10-Year Commissioning Strategy. For more information on the Strategic Plan and the Commissioning Strategy, click : [here](#)

3.3. Although the focus of the Contract Management Framework is on services purchased from external providers, it is intended that this framework could also be applied to the monitoring of Inverclyde HSCP's own directly-provided services.

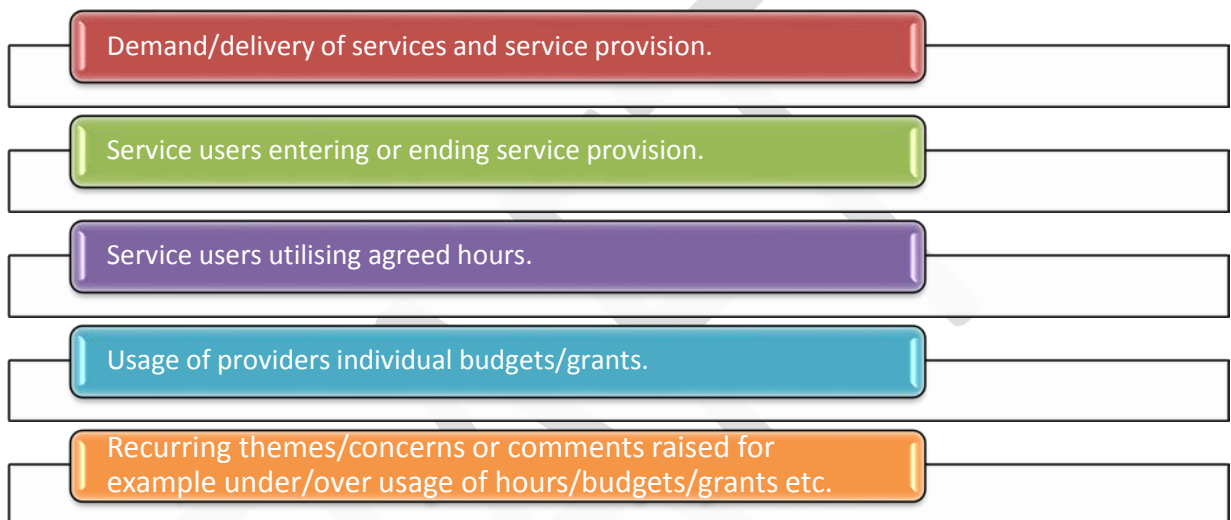
4. Service Provider Monitoring Returns

4.1. Service Provider Monitoring returns (Appendix 2) is the term used to describe the gathering and analysis of a core set of information on individual, locality and externally based services. Within the Contract Management Framework, this consists of the Provider's 4 Weekly, Monthly or Quarterly Monitoring Returns and routine monitoring sessions, the frequency and extent of which is determined by previous monitoring activity and analysis of risk (Appendix 3). Service provider monitoring activity is recorded in an agreed format/template between the Provider and the Strategic Commissioning Officer.

4.2. All providers of purchased services are required to provide monitoring data as noted above. This is submitted via the 4 weekly/monthly/quarterly return, which represents the minimum level of monitoring. Providers are issued a prompt email reminder to complete their 4 weekly/monthly/quarterly return by the Strategic Commissioning Team at the end of each reporting period if they fail to submit a return. For monthly returns these should be submitted retrospectively for the previous month at the beginning of the following month. For quarterly returns the dates are outlined in the table below:

Quarter	Reporting Period	Month of Submission
1st Quarter	1st April to 30th June	July
2nd Quarter	1st July to 30th September	October
3rd Quarter	1st October to 31st December	January
4th Quarter	1st January to 31st March	April

- 4.3. Data submitted by providers is recorded and analysed by the Strategic Commissioning Team at the end of each reporting period, and is then distributed to service managers to use as part of their ongoing intelligence of services.
- 4.4. Along with a 4 weekly/monthly/quarterly breakdown of information submitted by providers, service managers are also provided with details of provision of service, statistical data and any themes or concerns being repeatedly raised within the monitoring.
- 4.5. The 4 Weekly/Monthly/Quarterly Monitoring return is designed to act as a trigger for areas of concern to be raised by service managers with service providers. The type of information captured in the 4 weekly/monthly/quarterly return includes the following:



- 4.6. The 4 Weekly/Monthly/Quarterly monitoring returns will be recorded and discussed with providers at governance meetings, however if the returns suggests an area of immediate concern this will be discussed with the provider at the earliest opportunity. Depending on the severity of the concern(s) raised, it may be appropriate for the Strategic Commissioning Team to discuss the issue with the relevant Service Manager and / or consider conducting a monitoring visit to the provider's establishment.
- 4.7. A copy of the general 4 weekly/monthly/quarterly monitoring return template can be found in (Appendix 2).

5. Risk Assessment Tool and Guidance

- 5.1. For social care services the cost of failure is high in terms of the impact on people's lives and the reputation of the HSCP, therefore consideration of risk and level of involvement with the contract monitoring process will be proportionate. The HSCP have developed a risk assessment tool and guidance to support the prioritisation of monitoring by identifying the services within the high, medium and low risk ranges in a transparent and equitable basis.
- 5.2. Each contract will be assigned a level of risk, which will determine the frequency of routine monitoring activity. Nine factors are considered: Quality of Infrastructure, Management and Staffing, Annual Spend, Service Specification/Contract Position, Evidence from Routine Monitoring, Evidence from External Sources, Service Type/Client Risk, Strategic Fit and Financial Assessment.
- 5.3. On completion of the risk assessment paperwork a risk scoring and risk percentage are calculated, highlighting the level of support and monitoring required. High Risk Monitoring is required to be completed every 12 months, medium risk monitoring is to be completed every 18 months and low risk monitoring is to be completed within 2 years (Appendix 3).

6. Monitoring Tool Guidance

- 6.1. The Contract Monitoring tool and accompanying guidance is intended to be an aid for the Monitoring Officer(s) whilst carrying out a monitoring visit of a contracted service.
- 6.2. Examples of monitoring indicators (aspects of a service that can be monitored, and the kind of issues that might be looked at and considered), are included in this document. It should be used to inform the process of completing the subsequent monitoring report (Appendix 4).
- 6.3. In general the monitoring of social care and support services is not intended to replicate the regulatory inspection processes of the Care Inspectorate, and in populating the 'monitoring tool' or 'draft report' template the focus should be on looking at a range of issues without going into great detail.
- 6.4. The intention is to form a general view of how the service is being provided, whether it is meeting the 'service users' needs, and whether it is 'contract compliant', rather than create a detailed analysis of the service provider's operation.

7. Monitoring of Service Providers and Guidance

- 7.1. The monitoring process flowchart (Appendix 5). This flowchart gives an overview of the roles and responsibilities of the Strategic Commissioning Team staff in relation to the monitoring process.
- 7.2. A key objective of service provider monitoring is to gain insight into and an understanding of the work service providers are doing on our behalf. This understanding can be best achieved through a balance of observation and formal processes.
- 7.3. Inverclyde HSCP welcomes a flexible approach to monitoring service providers. Monitoring activity is typically structured to occur yearly to eighteen months, although it is

recognised that monitoring activity is a constantly evolving process of assessing risk and the level of monitoring required each year will vary per service provider.

- 7.4. All monitoring of services must be completed using the monitoring guidance, which offers examples of the types of issues which may be reviewed and the types of information which may be considered as part of the monitoring themes. (Appendix 4) for more information.
- 7.5. Monitoring visits are where an Officer of the Strategic Commissioning Team will carry out a visit to the providers' premises and engage in observation and discussion with the provider in a series of themes designed to assess the ability of the provider to deliver the services which are being purchased.
- 7.6. Theme's for observation and discussion at monitoring visits are not mandatory but rather decisions as to the areas covered should be made based on; professional judgement; previous recommendations or requirements, action planning; concerns, emerging issues and will include the reviewing of outcomes for individuals. Duplication of the Care Inspectorate remit should be avoided.
- 7.7. The frequency of monitoring visits will be determined by an assessment of risk and subsequent risk rating, as well as by decisions made during the course of any previous monitoring or review activity.
- 7.8. Strategic Commissioning Officers will be responsible for the preparation of a monitoring report on completion of the monitoring visit. The monitoring report will be issued in draft format to the provider for comment. Changes to the draft report will be agreed between the provider and the Strategic Commissioning Officer, when agreed the final report will be formally issued to the provider, Team Leads and Service Managers responsible for the monitored service.
- 7.9. The risk assessment rating will be reviewed and updated as required.
- 7.10. All monitoring visits should be recorded on the tracking template.
- 7.11. Optional activity - Throughout the life of a contract a range of additional activity **MAY** take place in relation to service providers, which should be recorded on the tracking template and a report produced if appropriate. This includes, but is not limited to:

Monitoring visit due to concerns or issues reported. This can be an unannounced visit at any time of the day or night.

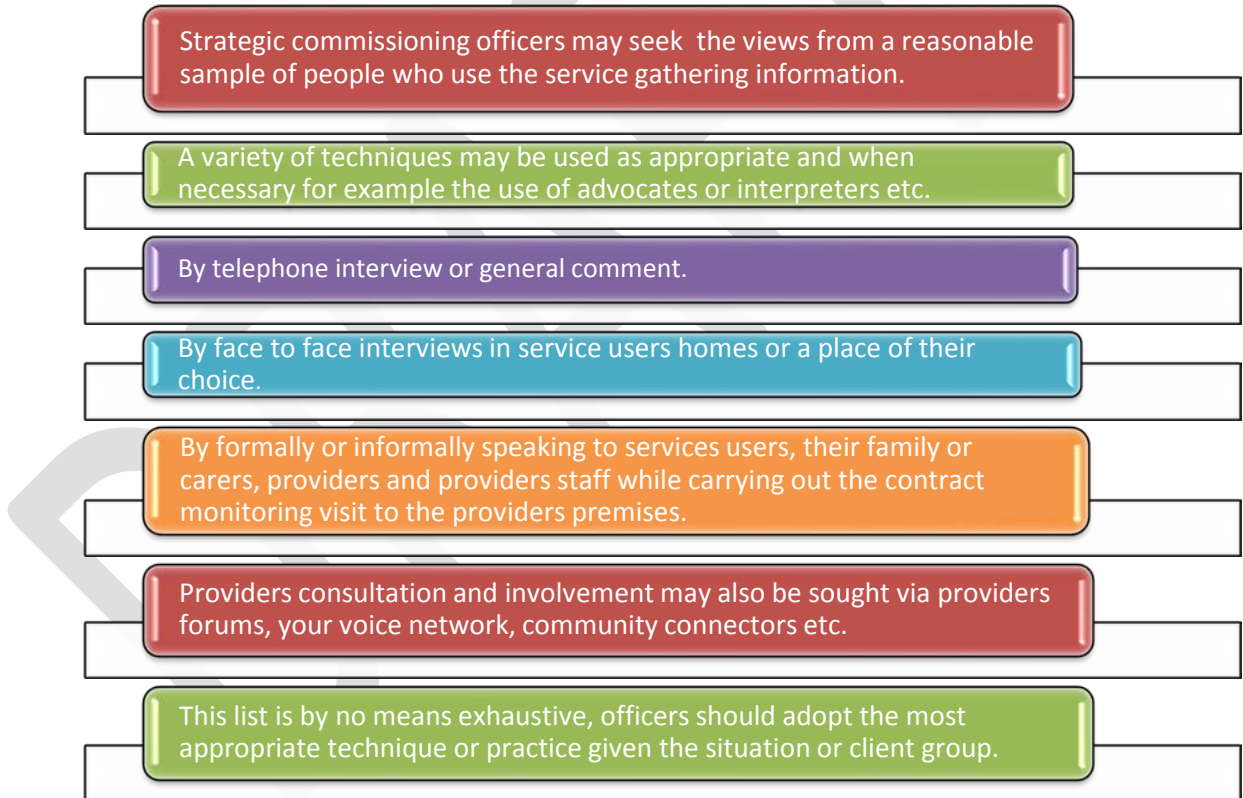
Review of a service to ascertain the performance of the Service being delivered, the model of service and compliance with HSCP's strategic objectives and outcomes.

7.12. **Announced Monitoring Visits** - Monitoring of service providers will occur both on an announced and unannounced basis. The process for monitoring providers is essentially the same regardless of whether the monitoring has been announced following mandatory timescales or whether an unannounced visit has been requested in response to a specific issue arising or as a result of strategic priorities.

7.13. **Consultation and Involvement** - The success of any model of service delivery should be measured ultimately on the difference it makes to the lives of people and how it meets identified outcomes. It is therefore vital that the views of all stakeholders, providers, providers' staff and the people who use the service and their families/carers are sought.

7.14. Service users can comment on the quality of the services they receive, contribute ideas or opinions for improvements and future developments to ensure that services are delivered in the way that meets individual needs.

7.15. Provider and service user consultation and involvement as part of the contract monitoring process can be done in a variety of ways:



7.16. **Unannounced Monitoring Visits** - There may be occasions where it is necessary to conduct a service provider monitoring visit which has **not been planned** in advance, due to specific significant issues which have arisen or in order to reflect strategic priorities within the HSCP. In such circumstances the process is exactly the same as in clause 7.11 and the same report template should be used. Unannounced visits were concerns may have been raised will be carried out at any time of day or night, or may incur multiple visits to a providers premises.

7.17. Examples of some of the reasons an unannounced monitoring visit may be required include, but are not limited to:

Receipt of complaint(s) or patterns/trends which suggest dissatisfaction with a service.

Services where there are significant performance concerns, such as staff turnover, staff absence, the level of serious incidents.

Where significant concerns are raised about a service by services users or their representatives, care managers, the media, the public etc.

Breakdown of the service, which would potentially have significant budgetary impact or requirement for reconfiguration.

Where Inverclyde HSCP is notified of serious concerns held by another interested party, such as the Care Inspectorate or other local authorities.

Where the model of service no longer complies with Inverclyde HSCP's strategic or service objectives.

Where changes to legislation affect existing arrangements or the providers ability to provide a service.

Services where there are a large number of voids over a sustained period, which may suggest that the type of service no longer meets the needs of service users

Services that have not been reviewed by Inverclyde HSCP for five years or more.

Services where the Provider is allegedly in breach of the terms and conditions of the contract.

Where changes in the service affects its overall cost, leading to concerns about the viability or cost of the service.

7.18. Scope and Content of the Review process (Contract, SLA, Grant Funded)

7.19. The purpose of the review process is to:

- ascertain the performance of the service being delivered and the contribution towards the agreed outcomes of relevant contracts.
- enable commissioners to reach a decision regarding the nature of any ongoing involvement with the service provider.
- identify areas of action or improvement required (if appropriate).

7.20. The above will be reflected in a review requirement, recommendation or an action required by either the service provider, Commissioner or the Strategic Commissioning Officer to progress.

7.21. Any actions, requirements or recommendations, will include the name of the person's responsible to take forward and agreed timescales.

7.22. The Review Briefing Report will be shared with all relevant stakeholders, including the providers representatives (if appropriate) on completion. Decisions regarding whether draft review findings should be shared with providers as a means to progress the review are made at the discretion of the Strategic Commissioning Officer and Commissioners responsible for the review visit.

7.23. If a review of the service has been carried out a review briefing note (Appendix 6) will be completed and sent to Service Managers and Heads of Service to enable them to make informed decisions regarding future involvement with the service provider.

7.24. Any review visits to a service provider will be recorded on the monitoring tracking template.

7.25. The following are areas of consideration for review of a service:

Area	Considerations
Background	Background to the service(s).
Demand	Is there a demand for the service? Will the service be able to meet future demand?
Delivery of Service	How well is the service delivering their agreed outcomes?
Comparative Cost / Quality	Analysis of spending levels on the service against measured outcomes and other indicators of quality (including scope for reclamation of surpluses or notice of efficiencies achieved by the provider through, for example, reduction of staff costs)?
Financial Viability	Is the service vulnerable to any financial risks that may affect future service delivery?

Provision of Services	Is the model of service provision still appropriate and required?
Contract Compliance	Does the service continue to meet the requirements of the contract / grant and service specification? Do changes need to be made to the contract or service specification to reflect the current practice model or service delivery?
Accreditation, Registration and Training	Do staff and management hold the appropriate qualifications and standards? Has the service provider met all the criteria expected of Inverclyde HSCP (e.g. accreditation to the Restricted Standing List; registration with Care Inspectorate)?
Service User Feedback	Analysis of service user feedback demonstrated by providers.
Care Inspectorate Activity	Analysis of reports from the Care Inspectorate and issues arising from these.
External Reports	Analysis of reports from any relevant external bodies
Strategic Relevance	Does the service provided contribute to delivery of Social Work Services strategic aims and objectives? Is action needed to bring service delivery more in line with strategic priorities?
Community Benefits	Has the service delivered on any community benefits (if appropriate).
Notice Period or Penalties	Consideration given to any notice period to end contract/service and if penalties may apply.
Review Performance Information or Analysis of Service Data	Analyse any service data received and any performance information.

8. Service Manager and Care Manager Involvement

- 8.1. Service Managers and Care Managers have distinct but equally crucial roles in ensuring that service users receive high quality services. Contract Management ensures that services purchased from the independent and voluntary sectors meet the objectives of Inverclyde HSCP, while Care Management ensures that services remain relevant and responsive to the needs of individual service users. Neither the contract management role nor the care management role can be undertaken in isolation, and so effective communication is essential.
- 8.2. Service Managers and Care managers should be able to access details of contractual arrangements and service specifications for purchased services as required, and should be able to access advice from care teams around particular services when necessary.
- 8.3. Service Managers and Care Managers may be asked to provide feedback about particular providers to assist with monitoring or reviewing of service and/or parent providers as part of the consultation process of the monitoring process.
- 8.4. **Service Manager and Care Manager Concerns Process (Contractual Concerns)**
- 8.5. Service Managers and Care Managers must be aware that any concerns they have about services received by individuals under their care may have implications for other service users, and there is therefore a need to share information about concerns and issues whenever they arise.
- 8.6. Concerns can arise at any point in the lifetime of a contract. These concerns must be shared by service managers and care managers with the Strategic Commissioning Team or Duty Service Managers, whichever is applicable.
- 8.7. The contract Service Manager or Duty Service Manager has the responsibility for ensuring the appropriate action or investigation is progressed.
- 8.8. After receipt of a concern the Strategic Commissioning Team must consider if the provider offers a service across multiple care groups/areas. If this is the case, the Strategic Commissioning Officer will assist to alert any other contract managers/local authorities who have responsibility for these services as soon as possible. All contract managers involved with these services should then be included in any correspondence and developments resulting from the service concern.
- 8.9. In addition, if a provider offers services across multiple care groups the Strategic Commissioning Officer will consult all the significant event logs across the care groups relevant to that provider. This will give the Strategic Commissioning Officer and the Service Manager an overall picture of emerging issues, risks and concerns regarding that provider.

9. Significant Event / Notification Submissions

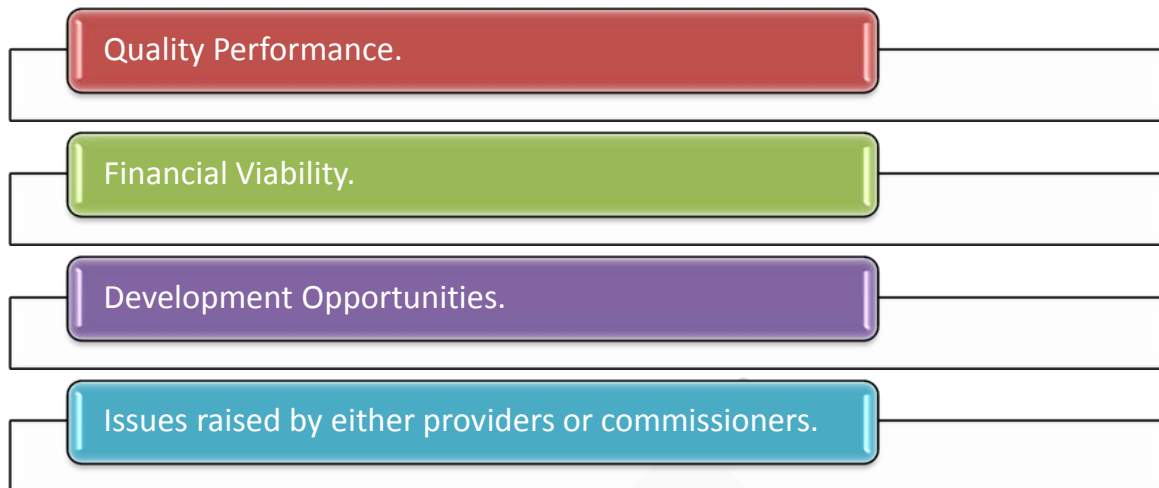
- 9.1. A significant event notification template (Appendix 7) should be completed by the provider in line with contractual, service specifications or framework requirements.

10. Contract Master List

- 10.1. A key component of the Contract Management Framework is the maintenance of the **Contract Master List**, the database of all purchased services. The Strategic Commissioning Team is responsible for the recording and maintenance of the Contract Master List in line with business requirements.
- 10.2. The Contract Master List contains details and key information about services purchased by the HSCP and the Council.
- 10.3. There are also services on the Contract Master List which do not require to be formally contract managed, for example because they are services which reside within other local authorities and which are therefore subject to contract management arrangements elsewhere.

11. Governance of External Providers

- 11.1. In May 2011, the Council approved a risk based approach to the governance of those external organisations with which the Council had a significant financial relationship. In June 2011 the Audit Commission published a report which highlights good practice and governance when delivering services through Arm's Length External Organisations (ALEO).
- 11.2. As part of the Council's approved framework, reports for relevant organisations are presented to the relevant Service Committee throughout the year giving updates and assurances in terms of performance and governance.
- 11.3. The Council's approach to the governance of external organisations produces detailed reports to the HSCP and IJB Committees.
- 11.4. A matrix is used to appraise the level of governance required (Appendix 8).
- 11.5. The HSCP governance arrangements were established to ensure that contracted services maintain quality service provision, meet financial governance requirements and providers are an active partner in the strategic commissioning cycle.
- 11.6. HSCP Provider Governance meetings are planned, scheduled and arranged by the HSCP Strategic Commissioning Team and chaired by the commissioners responsible for specific HSCP service areas. The purpose of these meetings is to facilitate dialogue between the Provider and the HSCP, centred on:



- 11.7. Finance Officers attend meetings as necessary where concerns have been raised around the financial stability of the organisation through a Dun and Bradstreet credit reference search.
- 11.8. A significant element of the meeting is to consider the delivery and quality of externally contracted services. It allows a focused review of performance, quality and compliance, and the sharing and exchanging of new developments in an open and transparent way by both providers and commissioners.
- 11.9. Information provided by the Strategic Commissioning Team includes Care Inspectorate Grading's; Contract Monitoring status as well as concerns received by the provider organisation.
- 11.10. The Strategic Commissioning Team have the responsibility to manage the HSCP external provider governance programme, including the provision of regular governance reporting to the HSCP and IJB Committees.
- 11.11. The Governance information is subject to mandatory reporting as per Inverclyde Council's governance of external organisations policy (Appendix 9).

12. Contract Management Framework Summary

- 12.1. A contract management framework summary has been created for each monitoring stage and consists of the What, When, Who, How and Where each stage is recorded. It also includes the frequency of the activity, what is considered at each stage and how it is reported (Appendix 10).

13. Further Information

For further information on any subject covered within this document, contact the Strategic Commissioning Team on 01475 715375.

Appendix 1 – Example of Grant Letter

Appendix 2 – 4 Weekly/Monthly/Quarterly Monitoring Return Template

Appendix 3 – Risk Assessment Matrix Guidance Template

Appendix 4 – Contract Monitoring Framework Guidance & Monitoring Tool Guidance

Appendix 5 – Monitoring Process Flowchart

Appendix 6 – Review Briefing Report Template

Appendix 7 – Significant Event Notification Template

Appendix 8 – External Organisations Governance Matrix

Appendix 9 – Inverclyde HSCP Governance Reporting Template

Appendix 10 – Contract Management Framework Summary

Appendix 1 Example Grant Letter

Health and Social Care Partnership
Corporate Director: Louise Long



Our Ref: Grant Letter

Your Ref:

Date:

Hector McNeil House
7-8 Clyde Square
Greenock
PA15 1NB
Tel: 01475 715365

ADDRESS

Dear ,

Grant Funding for –

I am pleased to advise you of your Organisation's allocation for Financial Year 20xx/xx (1st April 20xx to 31st March 20xx)

This Grant shall constitute the entire Agreement between the Council and the Provider with respect to the provision of the service and supersedes all prior oral or written agreements, understandings or undertakings between the Council and the Provider relative to the service.

It is anticipated that work towards the following outputs will be achieved during the 20XX/XX financial year:

Achieving the following outcomes:

-

For the current financial year you are required to submit monthly monitoring information to, Strategic Commissioning Officer and follow the procedure below for claiming payments;

FORM 1 Claim Form

Submitted in the first instance to your Commissioning Officer including appropriate claim period and amount requested.

FORM 2 Monitoring Form

This gives details of the previous quarter's expenditure and explains any variances. This should be submitted with Form 1.

Submission Timescales

APRIL 20XX Form 1 should be submitted to the Strategic Commissioning Officer requesting 1st quarter payment. Also submit Form 2, which should indicate expenditure for the 4th quarter of the previous year.

JULY 20XX Forms 1 & 2 to be submitted to the Commissioning Officer requesting 2nd quarter payment.

OCTOBER 20XX Audited Statement of Accounts for previous financial year must be submitted to the Corporate Finance Team, Inverclyde Council, Municipal Buildings Clyde Square Greenock PA15 1LZ and copied to the HSCP Strategic Commissioning Officer as soon after the 31st March 20XX, and prior to payment of 3rd quarter. Where accounts information is consolidated within a set of group accounts then an extract of account detailing our funding and associated expenditure must be provided and certified by your auditors. Please note that if you have submitted this information as part of the Council's Governance of External Organisations you are not required to submit the same information as part of this monitoring process.

A six monthly statement of expenditure should be provided together with Form 1 & 2 to the Strategic Commissioning Officer requesting 3rd quarter payment.

It would be of assistance, at this point in the financial year, if you would also provide an estimated outturn of expenditure. This will allow us to record any possible variations in your allocation. This should include any planned expenditure which would not be reflected in your six monthly statement.

JANUARY 20XX Forms 1 & 2 submitted to the Strategic Commissioning Officer requesting 4th quarter payment.

Your assistance in adhering to the above procedure would be greatly appreciated as failure to do so may result in delayed payment.

Should you require any further information, please contact your Strategic Commissioning Officer or HSCP Finance 01475 71XXXX.

Yours sincerely

Head of Service

Appendix 2 – 4 Weekly/Monthly/Quarterly Monitoring Return Template

Provider Use:

Name of Provider: _____

Service Address: _____

Signed: _____

Date: _____

INVERCLYDE HSCP

Health & Social Care Partnership

SERVICE MONITORING FORM

(ACTIVITY LEVELS)

Strategic Commissioning Team
7-8 Clyde Square, Greenock PA15 1NB

Date Received: _____

Certified Correct _____

EXAMPLE ONLY

PLEASE NOTE THAT THIS FORM MUST BE COMPLETED FOR EVERY SERVICE USER TO ENSURE CONTINUITY OF PAYMENTS

4 Weekly/Monthly/Quarterly PERIOD: FROM: _____ TO: _____

ANNUAL CONTRACT CAPACITY:- _____

CONTRACT CAPACITY:- _____

HOURLY UNIT COST :- _____

NAME & ADDRESS OF SERVICE USER	DATE ENTERED SERVICE	DATE LEFT SERVICE (Include reason for leaving) i.e.	CONTRACTED HOURS PER Monitoring Period	UNIT COST	CONTRACT COST PER FORTNIGHT	BREAK IN SERVICE i.e. (Hospital, Illness, Holiday)	ACTUAL SERVICE DELIVERED PER	ACTUAL COST OF SERVICE PER Monitoring Period

Appendix 3 – Risk Assessment Matrix Guidance Template

Service Provider Risk Assessment: Contract Monitoring Level									
- Select a number from 1 to 5 to indicate the level of relevance for each risk area to the provider in question (5 being relevant, 1 being of very little relevance). By default all risk areas have a relevance rating of 5, but can be reduced as									
- Select a level of risk from 1 to 5 (5 being the highest) which best represents the provider's position. Use the indicators to guide your decision.									
- The overall Risk Rating is then calculated (Relevance of Risk multiplied by Level of Risk).									
- The total score based on all Risk Ratings is calculated automatically.									
		Risk Level Indicators							
Risk Area	Relevance of Risk Area	1	2	3	4	5	Level of Risk	Risk Rating	
Quality of Infrastructure	5	National organisation; experienced in service area	Local service; well established and known to SWS as well organised service	Out of area but known, OR local service, not well established but known to be well organised.	Local service, established but not well known, or known to be poorly organised. OR National organisation, not experienced in service area.	Out of area and not known, OR local service, not well established and not known		0	
Management and Staffing	5	Competent management and well trained staff	Competent management but largely untrained staff	No knowledge of local management and staff competence but competent senior management	Weaknesses in management or staffing identified but provider has a plan in place to address them.	No knowledge of management and/or staff competence OR Weaknesses in management or staffing identified and no plan in place to address them.		0	
Annual Spend	5	Under £100k	£101k > £200k	£201k > £500k	£501k > £750k	£751k+		0	
Service Specification/ Contract Position	5	Contract/service spec' in place clearly outlining service requirements and obligations of provider	Contract/service spec' in place, but needs updated	No contract or service spec' in place, but well established positive service relationship evident	Contract/service spec' in place, but problematic working relationship evident	No contract or service spec' in place and problematic working relationship evident		0	
Evidence From Routine Monitoring	5	Service always completes on time. No issues raised in monitoring.	Service occasionally late completing monitoring but never misses a submission. Only slight issues raised through monitoring.	Service regularly late completing Monitoring OR has missed 1 submission in the past year. Only slight issues raised through monitoring.	Service always late completing monitoring OR has missed 2 - 3 submissions in the past year. Issues of concern raised through monitoring.	Service has not submitted any monitoring returns in the past year OR is not requested to monitoring returns.		0	
Evidence From External Sources	5	Care Inspectorate scores of 6 for care and support and staffing, mgt and leadership. Service users, care managers, other LAs have raised no concerns about service	Care Inspectorate scores of 5 for care and support and staffing, mgt and leadership. Service users, care managers, other LAs may have raised slight concerns about service but which the service has addressed / is addressing.	Care Inspectorate scores of 4 for care and support and staffing, mgt and leadership. Service users, care managers, other LAs may have raised slight concerns about service which have not been addressed.	Care Inspectorate scores of 3 for care and support and staffing, mgt and leadership. Service users, care managers, other LAs may have raised significant concerns about service but which the service has addressed / is addressing.	Care Inspectorate scores of 2 or 1 for care and support and staffing, mgt and leadership. Service users, care managers, other LAs may have raised significant concerns about service which have not been addressed.		0	
Service Type / Client Risk	5	Support and/or advice only	Low levels of social care and clients unable to self-advocate	Low levels of social care and clients unable to self-advocate	High level of social care provided in client's home	High level of social care provided in group living or registered setting		0	
Strategic Fit	5	Service model clearly fits with SWS strategic priorities	Service model largely fits with SWS strategic priorities	Service in process of modernising in order to fit SWS strategic priorities	Service model not aligned with SWS strategic priorities, but provider willing to change / modernise	Service model not aligned with SWS strategic priorities, provider not willing or unable to change / modernise		0	
Financial Assessment	5	Finance colleagues have no concerns about service and / or parent organisation		Finance colleagues have some concerns about service and / or parent organisation .		Finance colleagues have significant concerns about service and / or parent organisation and requested further information.		0	
Officers Intelligence	5	No concerns about service and / or parent organisation		Some concerns about service and/or parent organisation		Significant concern about service or parent organisation		0	
								0	
								Risk Percentage	0.00%
Risk Scoring: 13 to 74 = LOW 75 to 124 = MEDIUM 125 to 225 = HIGH									



Inverclyde Health and Social Care Partnership

Guidance

Generic Monitoring Tool & Monitoring Indicators

Table of Contents

1.	Contract Monitoring Guidance	23
2.	MONITORING INDICATORS	24
3.	Generic Monitoring Tool	31
4.	Care/Support Service Monitoring Report (1)	35
5.	Care/Support Service Monitoring Report (2)	41

1. Contract Monitoring Guidance

The generic monitoring tool or draft report template (copies attached) is intended to be an aid for the Monitoring Officer(s) whilst carrying out a monitoring visit, and can be used to inform the process of completing the subsequent Monitoring Report.

The format of the 'tool' is designed to allow the Monitoring Officer to decide on the aspects of a service that are to be looked at, and to then identify specific outcomes/objectives/standards that are relevant to that.

Outcomes / Objectives can be found in the Service Specification or in the absence of a specification by consultation with the principal commissioner of the particular service.

New Health and Social Care Standards (for registered services) can be found on the Care Inspectorate website and will be used from 1st April 2018.

The Monitoring Officer should insert the relevant outcomes/objectives/standards into the 'monitoring tool' or 'draft report' template, and then consider what 'indicators' need to be considered in carrying out the monitoring process.

Examples of monitoring indicators (aspects of a service that can be monitored, and the kind of issues that might be looked at and considered), are included in this document.

In general the monitoring of social care and support services is not intended to replicate the regulatory inspection processes of the Care Inspectorate, and in populating the 'monitoring tool' or 'draft report' template the focus should be on looking at a range of issues without going into great detail the intention is to form a general view of how the service is being provided, whether it is meeting the service users' needs, and whether it is 'contract compliant', rather than create a detailed analysis of the service provider's operation.

Where monitoring is being carried out in response to a specific identified concern, or a serious concern is identified during a routine monitoring process, a more detailed analysis of the service, or a particular aspect of the service, will be appropriate.

The documentation (Monitoring Tool and Monitoring Report) has been drafted on the premise that no more than six specific outcomes/objectives/standards will be looked at this is felt to be the optimum number to obtain an overview of a service, but additional ones may be added if that is felt to be appropriate.

The monitoring process is designed to allow monitoring officers autonomy and maximum flexibility in planning the focus and detail of a monitoring exercise; the Strategic Commissioning Officer will provide advice and support as required.

2. Monitoring Indicators

Under each of the headings (below) there are suggestions about what you might consider/look at when carrying out a monitoring exercise; these are not exhaustive, but nor is it expected or intended that each and every suggestion is always used they are intended as guidance only to assist the Monitoring Officer in planning how and what to monitor.

9 Organisational / Management

- Significant organisational change since the last full monitoring
- Change in management structure/personnel
- Staff turnover

10 Services Provided

- Service(s) provided accord(s) with the contract and Care Inspectorate registration requirements (if appropriate).

11 Record Keeping

Where relevant to the service:

a) Care / Support plans:

- Pro-forma are accurate and complete
- Service user/child or young person identification and contact information (**eg GP, NoK, medication etc**)
- Assessments of need, and if appropriate risk assessments
- Care / Support plan reflects service users'/child or young person's needs, and identifies hours/type of service
- Care / Support plan reflects service user/child or young person's choice, preferences, and negotiation of routines
- Care / Support plan / Progress Notes / Service Diaries regularly evaluated and updated
- Care / Support plan signed and dated by appropriate staff
- Review outcomes/decisions cross refer to the Care / Support plan
- Issues cross refer to review documentation
- Has a service agreement or residency agreement been signed; does this conflict with the contract
- Is the writing legible in all documents

Children's Services

- Legislative Reports prepared in relation to:
 - Children's Hearings.
 - Formal Reviews.
 - On-going Assessment.
 - Multi-Agency Planning Process.
 - Child's Plan/Wellbeing Assessment/Transition Plan/Pathway Plan/Co-ordinated Support Plan and any other plans required by process or system.
 - Assessment and Placement matching documentation (if appropriate)
 - Transitioning and Permanence Planning Process documentation.

b) Accidents / Incidents/Management in an Emergency:

- Accurately recorded
- Appropriate people notified timeously (**eg Inverclyde HSCP, Care Inspectorate, NoK**)
- Records detail of future preventative action
- Outcomes detailed

c) Agreements:

- Appropriate occupancy agreement signed/dated

- Appropriate tenancy agreement signed/dated
- Appropriate support agreement signed/dated
- Legal status confirmed for child or young person with appropriate placement documentation.

d) **Service Delivery (Home Care / Supported Living)**

- Evidence of service delivered (**hours/type of service delivered**)
- Evidence of identified outcomes being met (**e.g. GIRFEC, Keys to Life, IADP Principles**)

Children's Services

- Additional support hours recorded
- Support and Education outcomes being progressed.
- Out of Area placements, Health and Education arrangements in place.
- Principles, values and objectives best practice (Changing Life Report, NRCCI Higher Aspirations, Brighter Futures)

Service User Finances

- Formal procedures for handling service users/young person's finances
- Monies are secure and lockfast
- Records of monies kept on the premises are accurate (**e.g. in, out, balance, countersigned**)
- Money kept on the premises is within acceptable limits (**e.g. instant access to funds sufficient to meet two weeks expenses per client**)

Care Home Only

- Has home opted out of operating under Part 4 Adults with Incapacity Act? (**If Yes check Registration Certificate**)
- Service users have their own interest bearing bank account (**over £500**)
- Residents' personal allowance cannot be used to purchase care
- Residents' personal allowance cannot be used to purchase basic toiletries

Care Reviews

- Care reviews conducted in accordance with health and social care standards requirements (**6 monthly reviews**)
- Inverclyde HSCP Care Management is invited to attend (if appropriate).
- Review reports are produced
- Minutes are distributed to all appropriate people
- Review decisions cross refer to the care plan
- Children and young person's reviews conducted in accordance with legislative requirements and actions followed up.

Service Access / Termination Issues/Absences and Unauthorised Absences

- Nomination/Discharge procedure operates in accordance with the contract/service/ residency agreement
- Current occupancy (**residential**) or level of service uptake (**floating support**)
- Procedure for periods of absence.
- Children and young people's absconsions recorded and reported appropriately.
- Absconsion or missing person policy in place with appropriate routes to follow up.

Care Homes Only

- Home notifies Council timeously of issues that might lead to termination
- Procedure for periods of absence (**6 weeks hospitalisation, 2 weeks for Free Personal Care. Deceased – immediate notification**)

Complaints Procedures

- Complaints procedure meets contractual requirements
- Complaints procedure is displayed / or available.
- HSCP complaints procedure is displayed / available

- Complaints are accurately recorded with details of outcomes
 - Number of complaints recorded since the last monitoring visit?
 - Significant complaints are notified to the Council
 - Any complaints recorded by Care Inspectorate (**check website**)
8. **Medication Procedures**
- Medicines are appropriately ordered, stored, administered and disposed of
 - Records are accurate, up to date and complete
 - Formal procedures for the prompting/administration of medication are in place
 - Care staff are appropriately qualified/trained
- 9 **Outcomes**
- Outcomes specific to service user/child or young person identified in care/support plan
 - Outcomes are linked to assessments/review decisions/Child's Plan/Wellbeing Assessment/Transition Plan/Pathway Plan/Co-ordinated Support Plan and any other plans required by process or system.
 - Outcomes are linked to SHANARRI wellbeing indicators.
 - Children and young people's Education outcomes are linked to curriculum of excellence or appropriate recognised course or award.
- 10 **Policies and Procedures**
- Adequate and relevant policies and procedures in place
- 11 **Confidentiality**
- Confidentiality policy
 - Staff are aware of their responsibilities in relation to confidentiality (part of induction)
 - Third party consent to allow the Council access to service user and staff information
- 12 **Inspection Reports**
- Care Inspectorate
 - Health and Safety (including fire safety)
 - Any previous monitoring reports or internal reports
 - HMIE Education Scotland/Joint Children's Inspection Reports.
 - Any other external bodies
- 13 **Brochure/Information Pack**
- brochure/information pack complies with health and social care standards requirements
 - Publicity material acknowledges Inverclyde Council? (**specific contracts only**)
 - costs detailed in brochure
- 14 **Insurance**
- Insurance cover is present and up to date
 - Building (**residential only**)
 - Contents (**residential only**)
 - Public liability (**min £10m**) Malpractice/Professional Liability – this is usually included only if the staff members are administering medication and is an add on to the public liability, but yes, this should have a minimum limit of £5m.
 - Public Liability – it's only Care Homes that are asked to carry a minimum limit of £10m, all other direct care providers are asked to have a minimum limit of £5m.
 - Sexual Abuse and Molestation Insurance – again I would have thought that this would be an add on to the public liability, with a minimum limit of £5m.
 - Service User's Effects – this would only apply to Care Homes. The Service User should have their own contents insurance, and if it were considered that an item has been damaged by a staff member, or has gone missing due to a dishonest act, this should be covered by the public liability insurance.

- Products Liability – will the contractor be providing the client with meals, or any aids & adaptations? If so, then this insurance would be required and it's usually a minimum of £2m requested.
- Employee liability (**min £10m**) as advised, the minimum legal requirement is a £5m limit.
- Motor vehicle (**where appropriate - check driving license/mot**)
- All appropriate medical insurances

The above are only recommendations; it is the Service's decision what insurance they want a provider to have in place. These are also the minimum requirements we would recommend, the majority of providers will probably have higher levels in place already.

Children's Services Residential Framework

- Third party liability to a minimum indemnity limit of £5 million;
- Where the Provider will carry out activities such as nursing care, first aid, administration of prescribed drugs or medicines and administration of drugs or medicines available without prescription, the Provider will require evidencing an extension with the Provider's public liability cover in relation to the risk of any errors or omissions in delivering this type of service.
- Where required, employer's liability to a minimum indemnity limit of £5 million. Where the Provider is exempt from this requirement, e.g. as a 'sole trader', then this must be confirmed by the Provider;
- Where a vehicle is used in the delivery of Service, statutory third party motor vehicle liability insurance to a minimum indemnity of £5 million.
- Professional indemnity to a minimum indemnity of £2 million.

Fostering and Continuing Care Framework

- Third Party liability to a minimum indemnity limit of £5 million
- Where required, employer's liability to a minimum indemnity limit of £10 million each occurrence
- Where a vehicle is used in the delivery of the Service, statutory third party motor vehicle liability insurance to a minimum indemnity of £5 million each occurrence;
- Professional indemnity to a minimum indemnity of £5 million each and every claim or in the aggregate, but where in the aggregate a minimum of one automatic reinstatement of the limit to be provided in each insurance year.

The Provider shall provide clear guidance to their Foster Carers on their relevant insurance requirements as Foster Carers and shall ensure and record that their Foster Carers:

- Hold and have informed their household insurance providers that they will be providing Foster Care;
- Hold and can evidence that they maintain third party liability insurance cover to a minimum indemnity of £1 million each occurrence; and
- Hold and maintain household insurances including building (where relevant) and contents insurance as an owner or tenant.
- Hold and maintain appropriate motor insurance, and make their insurers aware they are Foster Carers and use the vehicle to transport Children and Young People in their care.
- Therapy shall only be carried out by suitably qualified and insured professionals, which are registered by/with the appropriate professional body/bodies and conform to all requirements laid down by such body/bodies.
- In respect of any holidays in the UK involving an overnight stay, and for any trips or holidays abroad, sufficient travel and related insurances are in place for the Child or Young Person with an insurance carrier registered in the UK to underwrite such policies.

Secure Care

- Employers Liability to a minimum indemnity of £5 million.
- Public Liability including treatment risk and/or Administration of Medicines £20 million.
- Medical Malpractice to a minimum indemnity of £10 million.
- Motor Vehicle to a minimum indemnity of £5 million.
- Professional Indemnity to a minimum of £2 million.

Adventure Activities

- Any service user/child or young person engaging in any adventure activities, the adventure activity should be registered with the appropriate licensing authority.

15 Staffing

- Staff personnel records
- Staff turnover
- SSSC Registrations

a) **Recruitment**

- Completed application form (**check gaps in service**)
- Criminal convictions declaration
- Two written references
- Written record (where verbal references have been taken)
- Copies of training certificates and qualifications
- Disclosures (date issued/received/type/number/post applied for, recruitment decision, risk assessment (where appropriate))
- Third party consent to allow the Council access to all information
- Other info (job description, contracts etc)
- Overseas recruited employees or volunteers are appropriately vetted and registered.

b) **Training**

- Valid training certificates
- Appropriate induction (**includes whistleblowing**)
- Mandatory training and training tailored to meet the needs of the service users/children or young people
- All training regularly refreshed (**check against set timescales**)
- Training records up-to-date
- Are trainers appropriately qualified

Care Home Only

- Confirmation that care staff qualification levels comply with Care Inspectorate and CoSLA requirements. (**NB based on contracted staff hours**)
- Confirmation that manager is registered with SSSC or is registered with another body (e.g NMC) and is undertaking/has a suitable management award.

All Other Services

- State numbers of staff completed and currently undertaking SVQ 2, 3, 4 and % of staff trained who are involved in direct care/support.
- Staff involved with delivering services to children and young people have appropriate training for complexity of need of the placements.

c) **Support and Service Levels**

- Staffing levels are adequate to meet the needs of the service (**Care Inspectorate levels are being met where required**)
- Rotas/timesheets/work schedules (**home care/supported living – request 3 months then spot check**)
- Staff supervision/appraisals/one to one's.
- Staff meetings
- Children and Young People's Rights
- Interface with other services or agencies.

16 Health & Social Care Standards. My Support, my life

- Environment (**free from risk; clean; odour free; good decorative order**)
- Possessions (**inventories; laundry system; clothing labels**)
- Food (**daily menu; choices in all meals; support with meals; drinks/snacks available; special diets e.g. fortified/blended/diabetic**)
- Activities (**social events; outings; organised activities**)

- Dignity and Privacy (**use of names; door locks; bathing processes; assistance with dressing**)
- Choice (**getting up; going to bed; meal times; participation in activities**)
- Safety (**risk assessments; use of technology**)
- Realising potential (**education opportunities; socialisation; training in life skills**)
- Equality and Diversity (**recognition of issues; staff training; equal opportunities policy**)

Outcomes

- 1: I experience high quality care and support that is right for me.
- 2: I am fully involved in all decisions about my care and support.
- 3: I have confidence in the people who support and care for me.
- 4: I have confidence in the organisation providing my care and support.
- 5: I experience a high quality environment if the organisation provides the premises.

Principles

- Dignity and Respect,
- Compassion
- Be Included
- Responsive Care and Support
- Wellbeing

17 Service Delivery

- Service outcomes
- Summary of consultation processes - service user, staff member and purchaser questionnaires
- Summary of service spec requirements

18 Consultations

- Care Manager feedback
- Providers staff feedback
- Service User feedback
- Service User family feedback
- Any other stakeholder feedback

19 National Outcomes for Scotland

1. We live in a Scotland that is the most attractive place for doing business in Europe.
2. We realise our full economic potential with more and better employment opportunities for our people.
3. We are better educated, more skilled and more successful, renowned for our research and innovation.
4. Our young people are successful learners, confident individuals, effective contributors and responsible citizens.
5. Our children have the best start in life and are ready to succeed.
6. We live longer, healthier lives.
7. We have tackled the significant inequalities in Scottish society.
8. We have improved the life chances for children, young people and families at risk.
9. We live our lives safe from crime, disorder and danger.
10. We live in well-designed, sustainable places where we are able to access the amenities and services we need.
11. We have strong, resilient and supportive communities where people take responsibility for their own actions and how they affect others.
12. We value and enjoy our built and natural environment and protect it and enhance it for future generations.
13. We take pride in a strong, fair and inclusive national identity.
14. We reduce the local and global environmental impact of our consumption and production.
15. Our people are able to maintain their independence as they get older and are able to access appropriate support when they need it.
16. Our public services are high quality, continually improving, efficient and responsive to local people's needs.

20 Local Outcomes from Inverclyde HSCP Strategic Plan

1. People are able to look after and improve their own health and wellbeing and live in good health for longer.
2. People, including those with disabilities or long term conditions or who are frail are able to live, as far as reasonably practicable, independently and at home or in a homely setting in their community.
3. People who use health and social care services have positive experiences of those services, and have their dignity respected.
4. Health and social care services are centred on helping to maintain or improve the quality of life of people who use those services.
5. Health and social care services contribute to reducing health inequalities.
6. People who provide unpaid care are supported to look after their own health and wellbeing, including reducing any negative impact of their caring role on their own health and wellbeing.
7. People using health and social care services are safe from harm.
8. People who work in health and social care services feel engaged with the work they do and are supported to continuously improve the information, support, care and treatment they provide.
9. Resources are used effectively in the provision of health and social care services.

Inverclyde HSCP Strategic Commissioning themes are:

- Employability and meaningful activity
- Recovery and support to live independently
- Early intervention, prevention and reablement
- Support for families
- Inclusion and empowerment



Inverclyde Health and Social Care Partnership

3 Generic Monitoring Tool

Name of Service /Resource: _____

Type of Service: _____

Date of Monitoring: _____

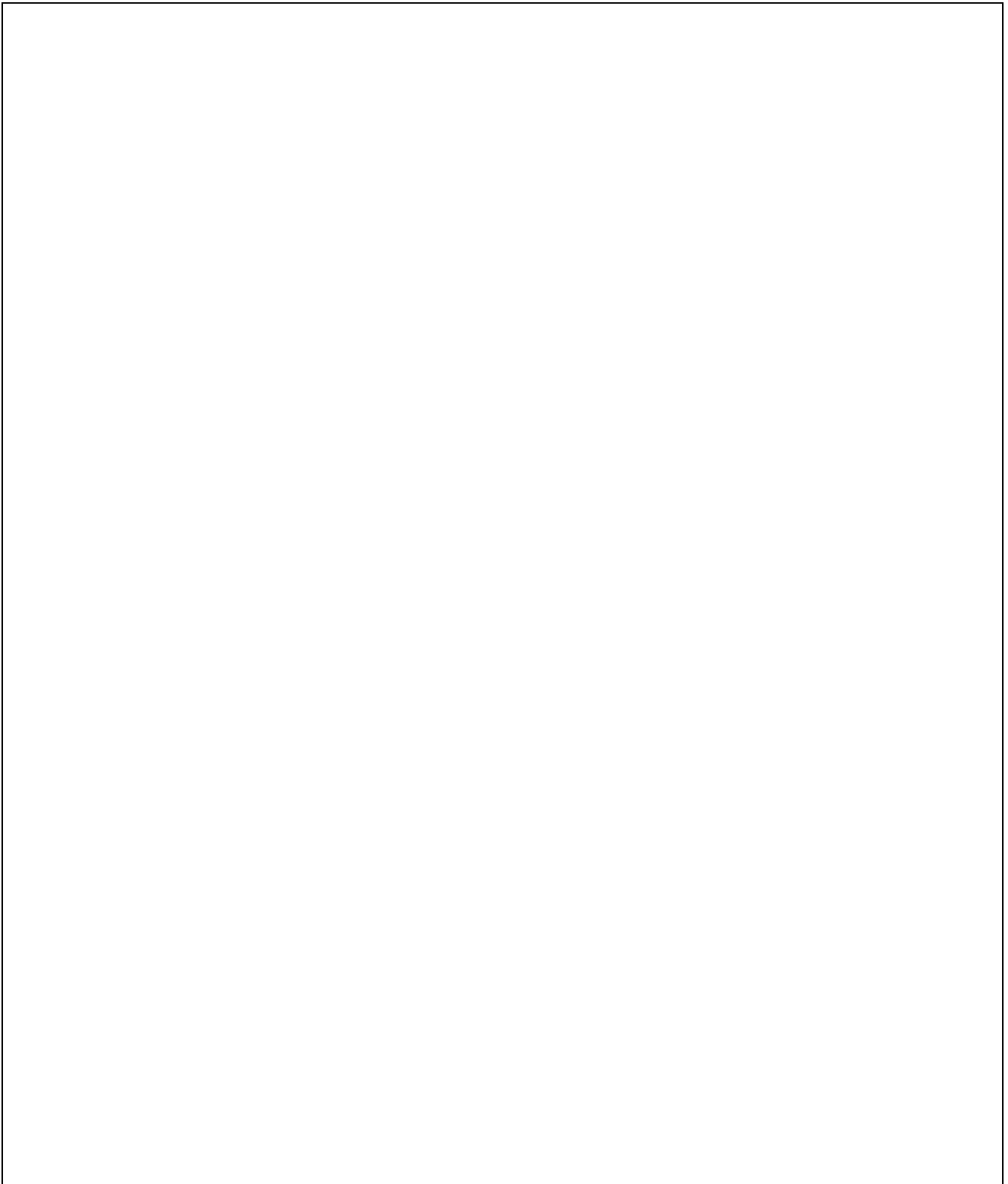
Type of Contract: _____

Annual Value: _____

Monitoring Officer(s): _____

(N.B. Please consult the 'Monitoring Guidance' when completing this pro-forma)

Previous Monitoring Issues



Contract outcomes/ objectives/standards

A) Outcome/Objective/Standard

Insert details of outcome/objective/standard.

Monitoring Indicators

Insert details of indicators

Monitoring Officer Comments

Service Provider Comments

Monitoring Officer - General Comment



Inverclyde Health & Social Care Partnership

3. Care/Support Service Monitoring Report (1)

(NAME OF PROVIDER)

Contents	Page
Part 1: Contractual Overview	
Part 2: Monitoring Process	
Part 3: Contractual Clauses & Monitoring Findings	
Part 4: Outcome & Recommendations	

Part 1: Contractual Overview

Resource Address:	
Proprietor Details:	
Type of Resource:	
Contract Type:	
Contract Monitoring Officer:	
Contract Dates:	Commence: Terminate:
Annual Spend:	£
Manager:	
Contact Details:	Telephone: Fax: E-mail:

Part 2: Monitoring Process

Reviewing Officer(s):	1) 2)
------------------------------	----------

Date of Monitoring Visit:	
----------------------------------	--

Focus of Monitoring Visit:	(a) (b) (c) (d)
-----------------------------------	--------------------------

Date of Previous Monitoring Visit(s):	
--	--

Outstanding Issues from previous formal monitoring visit:	
--	--

Complaints Received since last formal monitoring visit:	.
--	---

Previous Monitoring Priority	
-------------------------------------	--

Part 3: Contractual Clauses & Monitoring Findings

A)

Contract Clause –																															
Monitoring Findings																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="8" style="padding: 2px;"><i>'Getting it Right for Every Child, Citizen and Community in Inverclyde'</i></td> </tr> <tr> <td style="padding: 2px;">Safe</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Healthy</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Active</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Nurtured</td> <td style="padding: 2px; text-align: center;">✓</td> </tr> <tr> <td style="padding: 2px;">Achieving</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Responsible</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Respected</td> <td style="padding: 2px; text-align: center;">✓</td> <td style="padding: 2px;">Included</td> <td style="padding: 2px; text-align: center;">✓</td> </tr> </table>								<i>'Getting it Right for Every Child, Citizen and Community in Inverclyde'</i>								Safe	✓	Healthy	✓	Active	✓	Nurtured	✓	Achieving	✓	Responsible	✓	Respected	✓	Included	✓
<i>'Getting it Right for Every Child, Citizen and Community in Inverclyde'</i>																															
Safe	✓	Healthy	✓	Active	✓	Nurtured	✓																								
Achieving	✓	Responsible	✓	Respected	✓	Included	✓																								

B)

Contractual Clause	
Monitoring Findings	

F) Service User/Family Feedback

--

G) Service Provider Comment

--

Part 4: Outcomes & Recommendations

H) Overview

--

I) Conclusion

--

G) Recommendations

--

H) Future Monitoring Priority

--

	Signed:	Date:
Strategic Commissioning Officer		
Strategic Commissioning Support Officer		

Inverclyde Health & Social Care Partnership

4. Care/Support Service Monitoring Report (2)

Name of Provider

Date

National Outcomes:

Insert appropriate national outcome

Contents

Page

Part 1: Contractual Overview

Part 2: Monitoring Process

Part 3: Contractual Clauses/Monitoring Findings/Consultations

Part 4: Overview & Recommendations

Part 1: Contractual Overview

Resource Address:		Proprietor Details:	
--------------------------	--	----------------------------	--

Type of Resource:	Care Inspectorate registration:				
	Care Inspectorate Grades:				
	Date	Quality of Care & Support	Quality of the Environment	Quality of Staffing	Quality of Man & Leadership

Contract Type:	
-----------------------	--

Contract Monitoring Officer:	
Service Manager	

Contract Dates:	
------------------------	--

Annual Spend:	
----------------------	--

Manager:	
-----------------	--

Contact Details:	Tel: Email:
-------------------------	----------------

Part 2: Monitoring Process

Reviewing Officer(s):	1) 2)
------------------------------	----------

Date of Monitoring Visit:	
----------------------------------	--

Focus of Monitoring Visit:	1)
-----------------------------------	----

	2) 3) 4)
--	----------------

Date of Previous Monitoring Visit(s):	
--	--

Outstanding Issues from previous formal monitoring visit:	
--	--

Complaints Received since last formal monitoring visit:	
--	--

Previous Monitoring Priority	
-------------------------------------	--

Part 3: Contractual Clauses & Monitoring Findings

1)															
Monitoring Findings															
<i>“Getting it Right For Every Child”</i>															
Safe		Healthy		Achieving		Nurtured		Active		Respected		Responsible		Included	

2)															
Monitoring Findings															
<i>“Getting it Right For Every Child”</i>															
Safe		Healthy		Achieving		Nurtured		Active		Respected		Responsible		Included	

3)															
Monitoring Findings															
<i>“Getting it Right For Every Child”</i>															
Safe		Healthy		Achieving		Nurtured		Active		Respected		Responsible		Included	

Part 4: Overview & Recommendations

Overview

Conclusion

Recommendations

1.

Future Monitoring Priority

	Signed:	Date:

Appendix 5

Monitoring Process

From the Monitoring Tracking Template, the Strategic Commissioning Support Officer will review which providers are due a Monitoring visit, then, agree with Strategic Commissioning officer, plan, agree and schedule the Monitoring Visit date with the Provider and diarise.

Frequency of Monitoring visits will depend on the Risk Matrix from the Contract Management Framework. (Appendix 2)

A Desktop Review and gathering of information will be carried out by the Strategic Commissioning Support Officer. (This will include previous monitoring reports, outstanding actions, CI reports, significant event info, Risk Assessment outcome, Insurance, etc).

Sample consultations to be decided, prepared and sent. (Service users /stakeholders /carers/family)
Any additional hours/services being purchased identified.

The Strategic Commissioning Officer will identify areas of focus for the monitoring visit.

The Strategic Commissioning Support Officer will populate the Draft Monitoring Report/Monitoring Tool Template (as appropriate) with the Contractual clauses/outcomes/indicators for the identified focus areas.

+
Prepare Monitoring Visit paperwork/ electronic pack.

Monitoring Visit

- Introductions and plan day with the Provider
- Review of outstanding actions/concerns
- Review of identified focus areas
- Observations/Walk around
- Consultations/Provider/Staff/Service User/Family/Carers
- General feedback at end to Provider

Post visit. The Strategic Commissioning Support Officer to type up notes/scan documents (if required) and file in the provider's electronic path.

The Strategic Commissioning Officer will draft monitoring report and submit to Team Lead for review.

Copy of Draft Report to Service Provider for comment and return within 14 days.

- Letter and proforma. Proforma to be signed by Provider and returned.
- Update draft report with any agreed provider comments.

Final Report to Provider with copy saved in the provider's path.

- Final report letter.
- Update appropriate tracking.
- Share final report with appropriate Service Managers and Team Leads.

Meeting/To:	Author:	Date:
Agenda Item:	Topic/Issue Title:	
What is the Issue?		
Overview of Service		
Resource Address		
Type of Resource		
Contract Type		
Commissioning Theme(s)		
Contract Monitoring Officer		
Budget Holder/Commissioner		
Contract Dates		
Annual Spend		
Services Contact		
Contact Details		
Example of areas and considerations to be used when reviewing a service.		
Area	Considerations	
Background	Background to the service(s).	
Demand	Is there a demand for the service? Will the service be able to meet future demand?	
Delivery of Service	How well is the service delivering their agreed outcomes?	
Comparative Cost / Quality	Analysis of spending levels on the service against measured outcomes and other indicators of quality (including scope for reclamation of surpluses or notice of efficiencies achieved by the provider through, for example, reduction of staff costs)?	
Financial Viability	Is the service vulnerable to any financial risks that may affect future service delivery?	
Provision of Services	Is the model of service provision still appropriate and required?	
Contract Compliance	Does the service continue to meet the requirements of the contract / grant and service specification? Do changes need to be made to the contract or service specification to reflect the current practice model or service delivery?	
Accreditation, Registration and Training	Do staff and management hold the appropriate qualifications and standards? Has the service provider met all the criteria expected of Inverclyde HSCP (e.g. accreditation to the Restricted Standing List; registration with Care Inspectorate)?	
Service User Feedback	Analysis of service user feedback demonstrated by providers.	
Care Inspectorate Activity	Analysis of reports from the Care Inspectorate and issues arising from these.	

External Reports	Analysis of reports from any relevant external bodies
Strategic Relevance	Does the service provided contribute to delivery of Social Work Services strategic aims and objectives? Is action needed to bring service delivery more in line with strategic priorities?
Community Benefits	Has the service delivered on any community benefits (if appropriate).
Notice Period or Penalties	Consideration given to any notice period to end contract/service and if penalties may apply.
Review Performance Information or Analysis of Service Data	Analyse any service data received and any performance information.


Conclusion:

Decision Required:

What are the risks:

What action has been agreed:

Appendix 7 – Significant Event Notification Template 1

	<p>NOTIFICATION OF SIGNIFICANT EVENTS (Notified within 3 working days / immediately if it is a serious incident)</p>	<p>DATE</p>	
SERVICE DETAILS			
DETAILS OF EVENT			
Name(s) of Service User(s) or Child involved:	Date(s) of Birth:	Admission Date(s):	Date and Time of Incident:
Location of event:			
Name(s) and designation of Staff Involved:			
Name(s) and designation of Witness:			
Name of allocated Care Manager:			
NATURE OF NOTIFICATION (Please tick as appropriate)			
A	The death of any Service User, including the circumstance of his or her death.		
B	The outbreak in the Service of any infectious disease, which in the opinion of any registered Medical Practitioner attending the persons in the Service, is sufficiently serious to be so notified.		
C	Any serious injury to a service user.		
D	Serious illness of a service user in a Service that does not provide Nursing Care.		
E	Any event in the Service, which adversely affects the well-being or safety of any service user. (Including Incidents of Aggression/ Breakdown of Equipment & Falls)		
F	Any theft or burglary within the Service.		
G	Any allegation of misconduct by the registered person or any persons who work at the Service. (Has Adult Protection/Child Protection been considered?)		
H	Medication Error		
I	Any Incident/ accident where medical treatment is sought. (including admission or return from hospital as an in-patient)		
J	Any significant incident or Police activity, including allegation or evidence of abuse relating to the service user or the care of the service user		
K	Maladministration of, or fraud related to the Service Users funds or property or serious loss or damage to the service users property.		
Only Relating to Children's Services			
L	Any permanent change in the person responsible for an overview of the care of the child or young person		
M	Significant changes in the child or young person's needs or circumstances including exclusion from school.		
N	Formal complaints in respect of any aspect of the child or young person's care, subject to the consent of the child or young person and or their representative.		
O	Unplanned absence of the child or young person from the placement.		

ACTION TAKEN: (By whom and timescales for completion).

<p>GP Called: YES/ NO Time:</p> <p>Emergency services called: YES/ NO Time:</p> <p>Injury Sustained: YES/ NO Detail:</p>	<p>Relatives informed: YES / NO List names, dates and time:</p>	<p>Other Persons Notified: YES / NO List names, date and time</p>
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ACTIONS TO BE TAKEN TO PREVENT FURTHER OCCURRENCE:

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NOTIFICATIONS MADE:

Organisation	Date & Time	Name of Person Contacted
Inverclyde HSCP		
Care Inspectorate		E-notification made Yes/ No
Mental Welfare Commission		
Adult Protection		
Child Protection		
Advocacy		

DESCRIPTION OF EVENT

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Report completed by:	Designation:	Date:
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SEND COMPLETED REPORT TO:
Strategic Commissioning Team, Hector McNeil House, 7-8 Clyde Square, Greenock, PA15 1NB or email to strategic.comm@inverclyde.gov.uk

Appendix 8 External Organisations Governance Matrix

1. <u>Annual Payment to the organisation (Ex VAT)</u>	<u>Points</u>
Payment over £250,000	6
Payment £50,000 to £250,000	4
Payment £20,000 to £49,999	2
Payment £19,999 and below	Exclude
2. <u>Proportion of turnover funded by the Council</u>	<u>Points</u>
51% to 100%	8
26% to 50%	6
10% to 25%	4
Below 10%	2
3. <u>Nature of Payment to the organisation</u>	<u>Points</u>
Grant – No SLA	8
Grant – With SLA	6
Commissioned – No Tender	6
Tendered	4
4. <u>Council Representation at Meetings</u>	<u>Points</u>
Member of Board	6
No Council Presence	4
Officers attendance allowed	2

Appendix 8 cont'd

Points

22 plus points actions to be followed:

- a) Annual Accounts received by Service and reviewed by Finance.
- b) Briefing prepared where appropriate for Council Board Member in advance of any Board Meetings.
- c) Minutes circulated by attendee to Corporate Director, Head of Service, Finance and Procurement.
- d) Half yearly documented Governance meetings with organisations.
- e) Annual Committee report covering performance and quality issues.
- f) The Council identify, review and monitor specific governance, finance and performance indicators which will give early warning of any potential problems and acts accordingly.
- g) Evidence that risks associated with these organisations are considered as part of the Service/Directorate risk register.
- h) Contingency Plans are in place within the service to ensure continuity of service delivery if the agreement ends.
- i) Where services are delivered through ALEO's, the Council has well-developed and sound based strategy for the delivery of services which is linked to the wider Council's strategic objective and priorities.

20 – 16 points actions to be followed:

- a) As above.
- b) Optional.
- c) Optional.
- d) Annual documented Governance meetings.
- e) As above.
- f) As above.

Under 16 Points

- a) No Action.

Note: 1. The above are the minimum requirements however, Services may decide on more frequent meetings/reporting based on specific risks or intelligence.

Appendix 9 – Inverclyde HSCP Governance Reporting Template

INVERCLYDE HSCP GOVERNANCE REPORTING

NAME OF SERVICE

			CARE INSPECTORATE DATE OF INSPECTION/QUALITY THEMES/GRADES *							
PROVIDER (Contract Info)	SPEND (FINANCIAL YEAR)	NUMBER OF PLACES UTILISED BETWEEN (INSERT REPORTING PERIOD DATES)	DATE OF INSPECTION	CARE & SUPPORT	ENVIRONMENT	STAFFING	MANAGEMENT/ LEADERSHIP	CONTRACT MONITORING STATUS & GOVERNANCE UPDATE	HSCP COMMISSIONING PRIORITIES	DATE OF NEXT GOVERNANCE MEETING
Section 1. Mandatory Reporting per Governance of External Organisation Policy										

* Care Inspectorate Grading Summary	6 - Excellent
The Care Inspectorate do not inspect all themes at each Inspection.	5 - Very Good
	4 - Good
	3 - Adequate
	2 - Weak
	1 - Unsatisfactory

Appendix 10 – Contract Management Framework Summary

Monitoring Stage	What is it for?	When is it done?	Who is involved?	What is considered?	How is it reported?	How/where is it recorded?
Monthly & Quarterly Service Provider Returns	To capture routine monitoring of Service Providers.	Monthly or quarterly depending on agreed arrangement with the service provider.	The Strategic Commissioning Team, Service Providers and Service Managers.	Demand, delivery of service, utilisation of hours/grant/budget. Recurring themes or concerns.	Completed monitoring template submitted by the provider. Report to Service Manager if concerns highlighted.	Master template on I:\SASS\QandD\Commissioning\Admin\Monitoring
Significant Events	To capture service provider incidents/accidents including death of a service user, serious injury, medication errors etc.	Service Provider should submit within 3 days of incident/accident.	The Strategic Commissioning Team, Service Providers and Service Managers.	The severity of the event, recurring themes, concerns and comments.	The significant event template, monthly summary report to Service Manager.	Significant event tracking template on I:\SASS\QandD\Commissioning\Admin\SignificantEventTracking2017
Announced Monitoring of Service Providers	To review the performance of Service Providers in relation to service delivery and meeting agreed outcomes for service users.	At least once per year.	The Strategic Commissioning Team, Service Providers and Service Managers. Team Leads may also carry out joint monitoring with Commissioning Officer.	Service provision, administration, outcomes, finances, staffing, care plans, medication, reviews, service objectives and consultations etc.	Preparation of a Monitoring Report and an Action Plan (if applicable).	Providers path on I:\SASS\QandD\Commissioning\Providers
Unannounced Monitoring of Service Providers	To review the performance of Service Providers in relation to service delivery and meeting agreed outcomes for service users.	When required in relation to issues which give cause for concern.	The Strategic Commissioning Team, Service Providers and Service Managers. Team Leads may also carry out joint monitoring with Commissioning Officer.	As above, however an unannounced visit will focus on the issue(s) of concern identified.	Preparation of a Monitoring Report and an Action Plan (if applicable).	Providers path on I:\SASS\QandD\Commissioning\Providers
Review of Service Providers	To review the performance of the Service being delivered the model of service and compliance with HSCP's strategic objectives.	At least once in the lifetime of the contractual / grant terms of the contract, usually in the final year.	The Strategic Commissioning Team, Service Providers and Service Managers.	Service provision, outcomes, strategic or service objectives, budgetary impact or requirement for reconfiguration.	Preparation of a Monitoring Report and Briefing Paper to Head of Service.	Providers path on I:\SASS\QandD\Commissioning\Providers
Contract Master List	List of Providers whom the HSCP purchases services from.	At least once per year.	The Strategic Commissioning Team and Financial Services.	Service Providers, contractual terms, cost and type of Service.	Contractual spend reported via Governance Reporting.	Template on I:\SASS\QandD\Commissioning\Contracts\ContractMasterList\ContractMasterList17-18
Governance of External Providers	To ensure that contracted services maintain quality service provision, meet financial governance requirements and providers are an active partner in the strategic commissioning cycle. The process creates consistency and transparency across services.	Six monthly or yearly depending on governance matrix.	The Strategic Commissioning Team, Financial Services, Service Providers and Service Managers.	Quality of Service, Providers audited accounts review, development of the service, concerns or issues, SSSC registration of staff, challenges facing the organisation, Board Minutes, working relationships and monitoring.	Completion of Governance Notes/Minute of meeting.	Governance path I:\SASS\QandD\Commissioning\Governance\ProviderGovernance Minutes

Green – Ongoing Activity Purple – Annual Activity Grey – Per Contract Renewal Activity.