

Monitoring social care contracts: a framework for good practice?

JULY 2007

CONSULTATION

This document sets out for consultation a framework for good practice in monitoring social care and health contracts. The document aims to enable each local authority or commissioning body to assess and develop its own contract monitoring, drawing on this framework, which we think is the first ever attempt to describe good practice in this field.

However, in order to be confident that it does represent good practice, we are seeking, through consultation, stakeholders', and in particular, practitioners', views on whether the document presents and promotes good practice.

The document does not contain any structured consultation questions. We particularly want your¹ views on the following:

- 1 Does this document represent and promote good practice? What do you think is weak, wrong, or missing from this document?
- 2 Is this document useful? Does it achieve its aims, as summarised above? Will the document help you do your job better?
- 3 What could we add to or develop from this document (e.g. toolkits, training, etc.) to help you to improve your local social care and health economy?

As well as your comments, we would also really appreciate any documents that you think are sufficiently good practice to help others (or simply better than the ones we have offered!) Let's have no false modesty, and not reinvent the wheel!

Please send all comments or example documents, by e-mail, to:

monitorcontracts@aol.com

The consultation ends on **Friday 12 October 2007**

After the consultation, we plan to revise the framework to reflect your feedback. We then intend to publish it as a support and guide for practitioners.

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¹ For ease of reading, the reader is addressed directly as 'you'. This usually assumes you have some responsibility for or role in contract monitoring, although obviously this will not be true for all readers.

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1 INTRODUCTION AND BACKGROUND

This framework is the product of a CSIP Better Commissioning Network² funded project. The first phase of the project surveyed how local authorities with social services responsibilities monitored adult social care contracts³. The detailed findings from the survey are published in the Department of Health, CSIP Commissioning e-Book: see 'Monitoring Contracts in Adult Social Services' on <http://www.changeagentteam.org.uk/library/eBook/Chap10DGosling2.pdf>. (In this document, this is referred to as 'the survey' throughout.)

The second phase of the project is the development of this framework. This has been influenced by two aspects of the initial survey:

- where authorities did not have particular documents, systems or arrangements in place, and
- the descriptions or examples of processes, arrangements or documents which represented good practice that authorities kindly provided.

This framework has already undergone some initial consultation with Local Authority employees responsible for the managing and monitoring of social care contracts. Their comments and suggestions have influenced this final version.

We propose this framework as a basis for good practice. However, in order to ascertain its usefulness, we are seeking - through consultation - views on both its appropriateness and the extent to which the framework and the document represent good practice. Details of the comments sought and timescale for responding are in the introduction page: CONSULTATION.

2 CONTEXT

2.1 What is contracting?

It is important to understand what we mean by contracting and the part that contract monitoring plays in this process. Contracting is a key part of the strategic commissioning process. Contracting can be defined as:

"The process of securing or buying services and contracting the means by which that process is made legally binding"⁴.

Contracting covers a wide range of activities including, for example, agreeing a contract or service level agreement with a provider to deliver a certain service and monitoring the success of that contract. All contracting activities need to be undertaken within the context of an overall commissioning framework if they are to contribute to the achievement of efficient and effective services that meet the needs

² For information about the Care Services Improvement Partnership, including the Network, look at its website www.cat.csip.org.uk.

³ The language and examples in the framework are therefore adult service oriented. However the framework is generic and can be applied to children and family or health services, with the some necessary changes of words, e.g. service user to child or patient.

⁴ Audit Commission (1997). Take Your Choice: a commissioning framework for community care See <http://www.audit-commission.gov.uk/reports/NATIONAL-REPORT.asp?CategoryID=&ProdID=B776E7E2-42F3-488C-B024-31ABDFBE3D28>.

of service users⁵. A framework for commissioning and contracting is shown below: it emphasises the relationship between the commissioning and the purchasing/contracting 'cycles'. Contract monitoring is a key activity within this framework, the results of which should always be fed back into the strategic commissioning cycle



(IPC framework for joint commissioning and purchasing of public care services, from Chapter 1 of the Commissioning E-book. Used with permission from the author.)

2.2 The continuously changing context and market

The context within which contract monitoring takes place is constantly changing and evolving. The most obvious changes are the direction and speed of social care policy developments, although other factors can be important, e.g. the financial stability and attractiveness of the social care market, employment levels, staffing qualifications. Such changes raise questions and uncertainties about the future. For example, with the current promotion of individual budgets and direct payments, how will the local authority's role in contracting change? What implication will the new Framework for health and well-being⁶ have for contract monitoring? These and other wider changes will affect the context in which you use and develop this good practice framework.

Social care is a complex, multi-provider, market. Local authorities rarely buy all of a particular service they need from one provider. Sometimes using all local providers still does not offer sufficient capacity. This limits what you can do about poor performance, especially where other providers do not have the capacity to take on an unsatisfactory provider's work. Often, the challenge is to work with providers to support and cajole them into achieving satisfactory performance. The survey findings showed that contract monitoring infrequently resulted in contract termination or suspension. When managing poor performance, you must carefully assess the risks to current service users if adopting an approach that involves working towards improved performance.

⁵ When this document uses the term 'service user', it includes family, friends, unpaid carers and advocates, as appropriate to the context. In some instances, these additional groups are specifically mentioned, but usually service user is a fully inclusive term.

⁶ Commissioning framework for health and well-being, March 2007. See

http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_072604

2.3 Who monitors contracts?

Various organisations and people have formal responsibilities for monitoring social care services and their contracts:

- Every service provider is responsible for monitoring the quality of its service, usually either against national minimum standards and/or contractual requirements.
- The Commission for Social Care Inspection (CSCI) has a legal regulatory responsibility for ensuring most services for adults meet national minimum standards.
- Local authority contract monitors⁷ check whether the provider delivers the service, whether it meets contractual quality and effectiveness standards and whether the contract operates well. This is sometimes also called contract compliance, i.e. compliance with contractual requirements and standards.
- Other roles may monitor specific aspects of a service, e.g. Protection of Vulnerable Adults (POVA) staff for allegations of abuse, care managers/reviewing officers about the delivery of individual care plans/achievement of individual outcomes and other regulators (e.g. Environmental Health, Fire) for other, usually non-care related, aspects of the service.

With this range of people involved in service monitoring, it is fundamentally important that roles and boundaries are clear and that there are agreed mechanisms for sharing and 'joining up' information from different sources. (See also **6.1.2**, Roles and boundaries)

2.4 Who is monitored?

Many local authorities still provide some services directly. They may or may not be the subject of formal agreements, usually called service level agreements. Often the type and amount of monitoring of independent and in-house provision differs. In some authorities, the contract monitors do not have any role or remit to monitor in-house services. Whether or not formal agreements are in place, it is puzzling and concerning that different monitoring may occur based solely on the provider's organisational status, rather than on the assessed quality and risk of the service. Such differences also do little to help engage independent providers in collaborating towards continuous improvement, when they see in-house services in some authorities apparently unmonitored.

The survey revealed that contract monitors focus almost exclusively on provider performance. They usually do not have a significant role or remit to monitor the local authority's side of the contract, especially how well local authority staff contribute to the smooth operation of the contract. Some contracts staff expressed frustration in workshops and meetings about not being able to monitor both sides of the contract, acknowledging difficulty in obtaining information from the social work/care management part of the service. Again, in considering roles and boundaries, the working relationship between contract monitors and operational teams needs to be clear. (See also **6.1.2**)

⁷ Contract monitor describes a particular role or function. This may be the whole of a person's job or it may be a part of a wider job, usually including other aspects of contract management.

2.5 What can good contract monitoring achieve?

Good contract monitoring has the potential to influence important purchasing and commissioning decisions, especially about:

- The individual provider's performance. Exceptional performance can result in the provider either gaining additional work/contracts; unsatisfactory performance can result, ultimately, in the termination of a contract.
- The extent to which individual providers and the whole service improve over time. This can lead to:
 - raising the thresholds for satisfactory quality
 - identifying poor performance and implementing additional monitoring
 - identifying particular aspects of the service where all providers may require help or support to improve.
- The performance a whole service or sector – does it achieve the agreed outcomes, does it need to shrink or grow, should it be decommissioned?
- How particular providers or commissioning staff have achieved good results. How do they share this more widely, in order to spread best practice and ensure continuous improvement of the service?

Given the increasing importance attached to competent commissioning, the information and judgements coming from contract monitoring can make a critical contribution to how a local authority fulfils its commissioning responsibilities.

2.6 Contract monitors – resources and relationships

Thirteen of the 15 authorities in the survey thought they had insufficient 'dedicated' staff to monitor contracts effectively. There are no agreed benchmarks for numbers of such staff by size of authority and/or number of contracts. Therefore, a good practice framework must try to be realistic about identifying priorities when working with insufficient resources.

Contract management and monitoring teams are usually located in the non-operational parts of their departments. Contract managers and contract monitors must be clear whether they have the authority to make and implement decisions that:

- have operational budgetary implications
- affect the workloads of operational teams (e.g. reassessments surrounding a home closure)
- suspend or terminate services.

The contract manager's core function is to enable assessment and commissioning staff to be able to fulfil their responsibilities. All decisions that affect the cost and availability of services have significant implications for operational staff. Contract managers are usually in a stronger position if operational managers make such decisions, supported, and sometimes steered, by contracts 'specialists'. This is a specific role boundary amongst those considered later in **6.1.2**.

Contract monitors should develop, undertake and report all their work in a spirit of partnership and participation with stakeholders, particularly service providers and service users. Although councils may publicly publish and promote such commitments - probably as part of their values, see **6.1.1** - ultimately stakeholders will judge how well they fulfil those crucial values from their actions.

Contract monitors are usually in a separate central position within the department, i.e. not linked to any particular locality or operational team. This puts them in a unique position to collate information, especially concerns/complaints, from all sources, especially operational teams. This creates an overview that is simply not available to individual workers or teams. A particular strength of such an approach is identifying cumulative concerns about an individual provider.

2.7 Service Users

How much information from contract monitoring is available to current or potential service users (private or local authority funded)? Though authorities appear increasingly committed to ensuring they monitor what matters to service users, the survey produced few examples of making the results of contract monitoring available to service users to inform their choice of service or of provider.

There remain significant challenges and opportunities in this aspect of contract monitoring.

3 WHY DO WE NEED A GOOD PRACTICE FRAMEWORK?

All authorities with social services responsibilities monitor contracts, but exactly what each one does varies enormously. There is little formal benchmarking of ways of working. Furthermore, there are no national standards or performance indicators for contract monitoring. Consequently, we cannot be certain all stakeholders have a common understanding of, or language for, contract monitoring. The framework can offer this.

Staff who manage and undertake contract monitoring are vulnerable. What happens if something goes wrong in a contracted service, and service users are harmed or die? Contract monitors have no obvious way to demonstrate that they are doing enough, that they are fulfilling their responsibilities effectively, given the resources available. This framework could enable contract monitors to be confident they are meeting accepted standards of good practice, and protect them from criticism or blame.

Contract monitoring is central to continuous improvement: it measures the providers' and the services' performance and how this changes over time. The information from contract monitoring can both change and influence practice, from the specific care for an individual service user to the authority's procurement and commissioning strategies. Most authorities have small, dedicated, but often under resourced teams to undertake and co-ordinate contract monitoring. It is therefore difficult to prioritise what must be done, especially in a climate where, because of the need to make significant savings, some authorities are considering further reducing the resources to monitor contracts. This framework aims to promote realism about resource limitations, encourage clear prioritisation and focus on the outcomes of contract monitoring – what does it change?

CSCI will soon assess each local authority's purchasing from local providers. It will be particularly concerned to know why local authorities purchase from providers that it rates as poor. The authority can use the information gained through contract monitoring to supplement or possibly challenge the CSCI's judgements about particular providers. This will only be possible if the authority is confident about the quality of its contract monitoring processes and the results these produce. This framework could enable such confidence.

- Provide a straightforward yet comprehensive description of the essential elements of effective contract monitoring of social care contracts.
- Describe effective systems and provide examples of documents that suggest how to tackle key tasks
- Give readers the chance to consider a range of questions and suggestions, in order to evaluate their current monitoring.
- Provide a stimulus for discussion and decision making with all stakeholders, especially senior managers (resources), service providers (especially about whether or not performance is acceptable) and service users (about what are the important aspects of services that should be monitored).

5 DEFINITION OF CONTRACT MONITORING

Although section two described the wider context in terms of commissioning and contracting, it is important to provide a definition of contract monitoring.

The following definition (see next page) of contract monitoring says why it is done, what is done and how its products/outputs are used. It is not necessary to say precisely how it is done. Indeed, this might restrict staff from exploring and finding more creative, efficient and effective ways to monitor contracts. However, the definition does describe the fundamental distinction between reactive and proactive methods.

The definition refers to 'the highest quality of service'. This must be seen in the context of the price the local authority is able and prepared to pay. Therefore, it is the highest quality achievable for the price paid. Whatever its limitations, the phrase reminds us of the need to promote continuous improvement to achieve the optimum results.

The proposed definition can apply equally to in-house services. In 2007, in-house services should be under some form of service level agreement (SLA). When deciding upon the basic approach to monitoring contracts, (see **6.1.1**) what justification can be made for not monitoring in-house services in the same way as independent providers?

It would be possible to say more about the reactive and pro-active methods, but this distinction seems well understood and accepted by contract managers and monitors. Further details are in 'Improving performance through effective contract monitoring', in the Commissioning e-Book, <http://www.changeagentteam.org.uk/library/eBook/Chap10DGosling.pdf> .

Definition of Contract Monitoring

Contract monitoring aims to ensure that service users receive the highest quality of service, which demonstrates value for money, meets contractual standards and is continuously improving.

It involves:

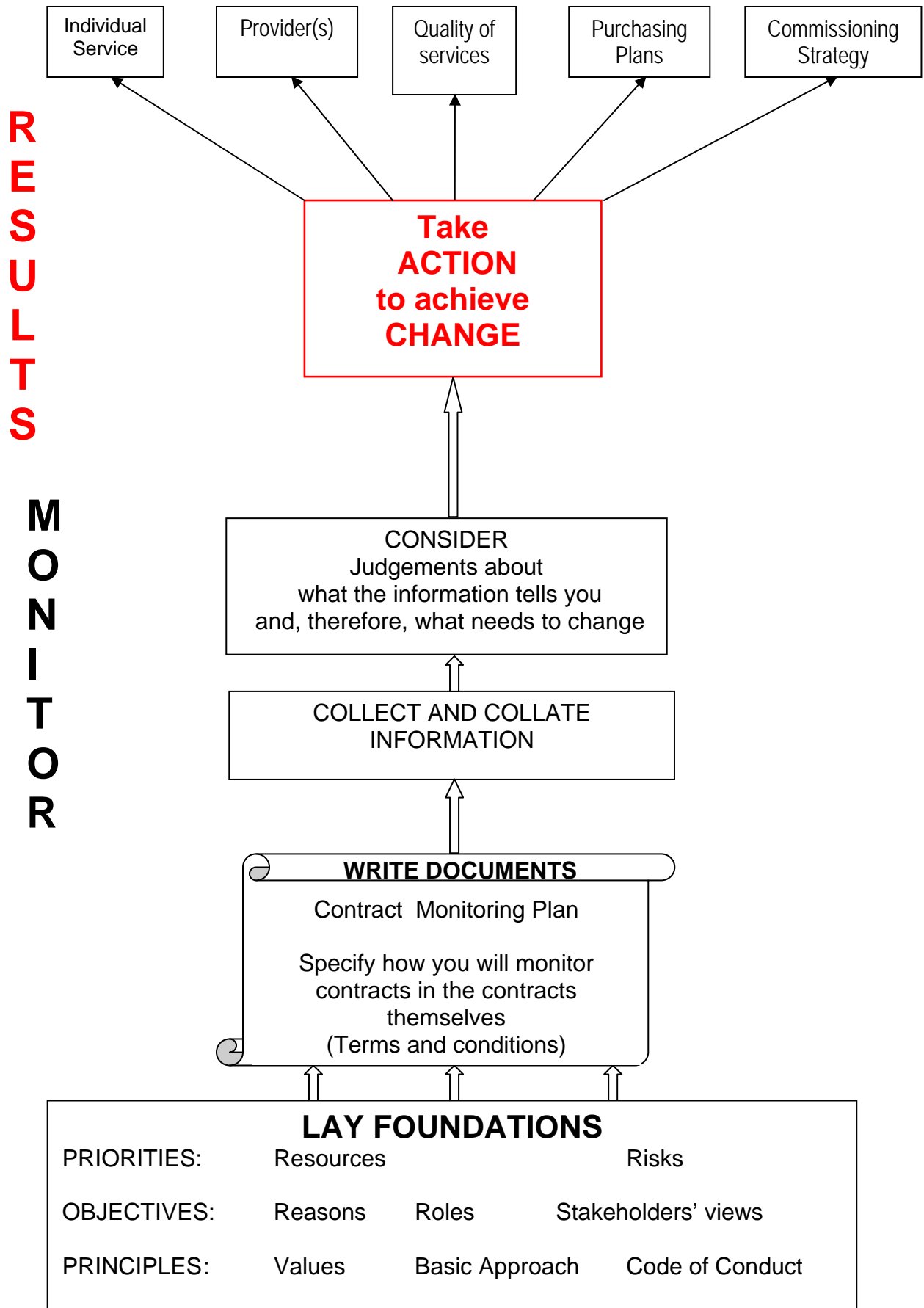
- the collection of consistent and measurable information about the services':
 - quantity and efficiency (performance management information)
 - quality
 - effectiveness (achievement of outcomes).
- the collation of information from a variety of sources
- analysis, consideration and making judgements about such collated information
- the use of such information and judgements in order to:
 - identify and resolve any shortcomings in the service provided, at individual, provider and whole service levels.
 - review and raise contractual standards.
 - support service-purchasing decisions, including those involving suspension or termination of contracts because of continuing unsatisfactory performance.
 - achieve optimum efficiency of the operational arrangements that enable the service to be set up, delivered and reviewed.
 - support and stimulate wider market management and strategic commissioning.

There is a fundamental distinction between the two basic approaches to contract monitoring – reactive and proactive ones. Reactive methods refer to contract monitors responding to a concern, complaint or matter raised about a contracted service. They tend to be individual case focussed. Contract monitors use proactive methods collect information about specific issue or the whole service, often through getting the views of a sample of service users and/or information from a range of other sources.

6 THE FRAMEWORK

The diagram below is a visual summary of the proposed framework. There are four 'layers' in the framework:

1. The **Foundations**
2. **Documents**
3. **Monitoring**, which involves collecting and collating information, then considering its implications
4. The **Results** of monitoring; what changes from what has been found.



Note: Things that happen and/or are learned in the Monitoring and Results 'layers' can feed back and lead to changes in the layers beneath. To keep the diagram simpler and easier to understand, this feedback is not shown in the diagram.

The framework is vertical for an important reason: to reinforce visually that each layer must be based upon the layer or layers beneath. You could monitor contracts without having thought through the basic questions involved in the Foundations layer, or without having any documentation supporting your contract monitoring. You could change things without consideration of the information collected and collated through contract monitoring – either as a response to an urgent problem or because of certain beliefs. However, such actions are probably not good practice.

Putting Results in red reinforces visually that ultimately we should measure the effectiveness of contract monitoring in terms of how we use its results. The Results should relate directly to the reasons why you monitor; your original objectives.

One limitation of the diagram is that the roughly similar depth of the layers does not reflect the amount of work involved in each. The Monitor layer will almost certainly involve the most work, although other layers may require intensive work at different times, e.g. reviews of priorities and risks when revising a contract monitoring plan.

In order to keep the diagram simple, no feedback arrows have been used. In contract monitoring, anything that is learned during the Monitoring or Results layers can lead to changes in the layers beneath. So, although the process is basically linear, from a beginning to an end, it is critical to remember that what happens and is learned during the process will change how you do things; how it may be done in the future. An additional box that could have been used as a focus of change could have been labelled 'Contract Management, including contract monitoring'.

6.1 Foundations

The Foundation layer has three subsections:

- 6.1.1 The principles upon which contract monitoring is based.
- 6.1.2 The objectives of contract monitoring
- 6.1.3 The priorities for contract monitoring.

These move progressively from your core values and basic philosophy to focussing on what you will actually do, with the resources you have and the constraints that affect you.

6.1.1 Principles

Values

Many local authorities have a values statement that applies all the social care services they wish to arrange. Some append it to service contracts, with the condition that the provider must reflect the values fully in the planning, provision and review/evaluation of the service. It is less clear, when planning and actually monitoring contracts, how local authorities expect these values to influence the contract monitoring.

Should contract monitoring simply adopt the well-established value base of social care services? In order to reflect and promote current central Government policy, the service users' voice and views must be central in such values. Therefore, is **the** critical test of the effectiveness of contract monitoring how any changes it produces affect service users?

VALUES – QUESTIONS TO ASK YOURSELF

- Does your authority have a document describing its core values for social care services?
- Do these apply to contract monitoring? Do some values have more significance for contract monitoring than others?
- Are there any additional values that are particular to contract monitoring – especially around transparency, equity and fair processes, natural justice?
- How do these values affect how you plan, deliver and review your contract monitoring?
- How, specifically, are values about service user participation demonstrated in the way you plan, deliver and review your contract monitoring?
- How, specifically, are values about partnership and collaboration demonstrated in your contract monitoring?

Approach to contract monitoring

When deciding how to monitor contracts, you must make a number of decisions about your basic approach. Outlined below are some questions that should help you focus on the main decisions.

BASIC APPROACH – QUESTIONS TO ASK YOURSELF

What is your basic approach of contract monitoring? Is it developmental or adversarial?

Do you have a definition of what you mean by it, what it covers (see 5 above)?

How do you demonstrate transparency and equity in your contract monitoring?

How do you demonstrate that service users' views influence how you monitor contracts?

Does your contract monitoring focus solely on the provider side of the contract or does it monitor all or some of the local authority's side as well?

Are all providers, including in-house, subject to the same basic monitoring? What additional monitoring may some providers get, depending on their performance?

How do you define unsatisfactory performance? How explicit are the criteria that trigger any additional monitoring that follows an assessment of unsatisfactory performance? How much discretion does the local authority have over defining and managing poor performance? When and how do you stop any additional monitoring of providers whose performance becomes satisfactory?

How do you deal with continuing unsatisfactory performance, particularly the circumstances and mechanism for terminating contracts? Who is responsible for taking what decisions, especially those involving termination or suspension of business?

How do you use the results? Who sees them automatically? Who may see them, when and why?

What opportunities do providers have to comment on the accuracy of

BASIC APPROACH – QUESTIONS TO ASK YOURSELF

performance assessments and the reasons for unsatisfactory performance before you share such information with others, within or outside the local authority?

Who makes what decisions that affect service capacity and operational budgets? What delegated authority does the contract manager have? Who makes what decisions about poor performance, suspension or termination of contracts?

What relationship/partnership do you want between operational teams and contract management/monitors? What relationships do you want with other key stakeholders?

There is considerable overlap between values and basic approach. The decisions about the latter must be consistent with and promote the details of the former.

Southend Council covers some of these questions in its Mission Statement for contract monitoring - see Appendix 4. Blackpool Council explicitly puts the service user's experience at the centre of contract monitoring: Appendix 5 briefly describes how it has done this.

Code of Conduct

A code of conduct can clarify how contract monitors will behave. This can support the monitors and help those monitored understand what to expect. Perhaps code of conduct sounds a little overstated for expecting monitors to be courteous, professional and straightforward (is that the same as honest?) in their dealing with all stakeholders. Table One below suggests what a code of conduct might include.

Table One

WHAT A CODE OF CONDUCT MIGHT INCLUDE

- How contract monitors are expected to behave with stakeholders, especially providers.
- When and how the contract monitor will share concerns about service quality with the provider (or more generally with those involved, if monitoring is two sided).
- When and how the local authority will make and communicate decisions that affect how it does business with a provider.
- The acceptance of notifications from anonymous or vexatious sources.

6.1.2 Objectives

Reasons

You need to be clear what your contract monitoring is expected to achieve, about the relative importance of the different reasons for monitoring contracts. As a wide-ranging and complex set of activities, it risks becoming all things to all people, especially when you have limited resources. Equally, the particular systems and methods you use must provide the information needed and inform the judgements that you want to make. If you are interested only in whether a home carer turns up (basic service performance), it is

not necessary to monitor service quality. However, if you want to adjust your prices to pay more for higher quality services, deciding what information to collect to judge service quality will be essential.

There are four fundamental reasons to monitor contracts, each of which is outlined below in Table Two. In addition to these reasons and questions, some generic questions can apply to all reasons:

- Has the service changed or improved since the last monitoring?
- Do the concerns/complaints raised about the service show any pattern or suggest particular problems?
- Do you need to introduce any additional monitoring because of unsatisfactory performance?
- Do you need to put any specific corrective action in place?
- Are there any longer term trends that need to be fed into the purchasing and/or commissioning strategy?

Monitoring enables you to answer such questions. You need to be clear the questions that your monitoring is designed to answer, and those it does not intend or need to answer. The reasons for monitoring contracts are strongly influenced by the roles of contract monitors and the expectations of stakeholders – see below. Considered together, these tell you what you want contract monitoring to achieve.

Table Two

MAIN REASONS FOR MONITORING CONTRACTS		
Reason	Key questions	Additional Comments
To ensure or improve quantity and efficiency	Has the provider(s) delivered the agreed service? If not, why not? Is service delivery efficient?	This is performance management information.
To ensure or improve quality	Is all, most, some or none of the service purchased of an acceptable/satisfactory quality, i.e. does it meet contractual quality standards?	
To ensure or improve effectiveness	To what extent has the service achieved agreed outcomes for individuals/the whole service? Why does the service not achieve or only partly achieve some/all outcomes?	You can only monitor outcomes if the contract specifies an outcome focussed service, and includes these in individual service agreements.
To ensure smooth operation of the contract	How do day-to-day working relationships promote or impede the effective operation of the contract? Does anyone have difficulties fulfilling their roles and responsibilities under the contract, particularly because of system and/or communication problems?	

Roles and boundaries

When considering who monitors social care contracts in local authorities, two main staffing arrangements exist. In some authorities, some staff only monitor contracts. In others, staff monitor contracts as one part (albeit often a substantial one) of a wider range of, usually, contract management responsibilities.

There are several other roles whose work overlaps with and/or contributes to contract monitoring. Within the local authority, care managers/social workers/reviewing officers play a central role in assessing, arranging and reviewing the services for individual service users. Other roles that may affect contract monitoring include adult protection staff, customer services managers (complaints), staff in specialist commissioning/brokerage units (e.g. for home care) and other finance and administrative staff. Outside the local authority, health colleagues and regulators (especially CSCI) are the main roles to consider.

With all such 'boundary' roles, it is essential to have clear, preferably documented, understandings/protocols, covering:

- who is responsible for what
- when and how you will share information
- in what circumstances and how you will work together.

The approach to contract monitoring described thus far covers, in broad terms, the local authority's basic philosophy and stance. When considering roles and boundaries, this begins to translate such ideas into practical decisions about who does what and how they work together. Any professional service must have clear roles and boundaries. With contract monitoring, the stakes are potentially too high for there to be any confusion about such matters. When poor service may result in abuse or continuing unsatisfactory performance may lead to suspension or termination of a contract, it is vital that all key players know what they are and are not expected to do, what they can and cannot do.

Stakeholders

There are stakeholders who have an interest in, but who are not usually involved directly in, monitoring contracts. These include elected members, senior managers, legal and audit services within the local authority and service regulators. Service users (publicly funded and private) and their relatives, friends and advocates are important stakeholders, who can contribute to contract monitoring in various ways. The broader community is also a stakeholder, both in terms of how public money is spent and as potential users of services.

It is critical to understand what stakeholders, especially those who have formal powers and responsibilities for the services, expect you to achieve through contract monitoring and how they expect you to do it. Equally, there are specialist stakeholders, particularly legal services and audit, who may have specific requirements about how you monitor contracts and how the local authority makes and communicates decisions using contract monitoring information. Your contract monitoring plan needs to describe how stakeholders' expectations have been identified and to what extent you can fulfil them. (See **6.2** below and Appendix 1)

One particular aspect of stakeholder expectations warrants separate comment. Contract monitors routinely work with providers to advise/support/cajole them to improve their performance and deliver the required service. The realities of social care, particularly wanting to avoid disruption for service users and lack of market capacity, mean that it is rarely easy or desirable to terminate contracts. If the provider involved provides a significant proportion of the total service you purchase, it is often extremely difficult to find alternative providers. What the contract monitor sees as understandable (though not acceptable) gaps or shortcomings in a service may appear totally unacceptable to a layperson or an elected member. Therefore, it is particularly important that a contract monitoring plan is explicit and detailed about how the local authority will define and work with 'unsatisfactory performance'. The language here is critical. 'Unsatisfactory' performance suggests it can become satisfactory; 'unacceptable' performance, as well as possibly hinting at some moral judgement, implies the service should not continue.

6.1.3 Priorities

You need to consider two main elements in order to establish priorities for contract monitoring: the resources available and the risks associated with your market and your approaches to contract monitoring.

Resources

For most local authorities, resources primarily mean the number of staff who are wholly or partly available to monitor contracts. In order to prioritise, you need to question everything you do, be certain that it is necessary (in light of original objectives) and that it does not duplicate others' work, especially CSCI's.

If, as appears likely, resources are likely to remain low, monitoring needs to become smarter. This is much simpler to write than to do. Reactive work is, by definition, uncontrollable and usually takes priority. It is very important to link available resources to the risks associated with different services and approaches to monitoring them, as well as knowing clearly the reason(s) for and the expected outcomes of monitoring. (See also Risks below)

As well as the number of people, it is vital to consider the knowledge, skills and experience staff bring to the contract monitor's role. There are no national occupational standards for commissioning and contracting (including contract monitoring) in social care⁸. Workers come from a range of backgrounds, including social work/care, procurement, audit and quality and administration. Though all such backgrounds offer something of value, it is essential that contract monitors have all the necessary competences. Given the wide range of activities that contract monitoring can include, is there a danger that your contract monitoring develops in a way that best uses the available staffs' current skills? To undertake detailed interviews with service users requires communication and interviewing skills that a background in procurement may not provide. Equally, to develop a risk analysis and scoring system, collating and weighting figures from various performance indicators, may require analytical and numerical skills that a background in social care assessment and provision may not provide.

⁸ Skills for Care are currently developing them for commissioning, procurement and contracting. It plans that they will be ready in the summer of 2007.

Risks

There are two distinct types of risks involved. The first are the risks associated with the service. These may be the risks connected with:

- particularly vulnerable service users, e.g. those with serious dementias or severe learning disabilities
- particular service settings, especially those unsupervised within service users own home or the wider community
- a particular provider, e.g. no local record of accomplishment; consistent or above average level of concerns or complaints; poor regulator reports
- the size of the contracts.

The second type of risks is those associated with the level of contract monitoring. Though it sounds defensive, the central question is what is the risk of things going badly wrong if we do or do not monitor a particular service or provider in a particular way?

The basic principle is that the monitoring that a particular provider or service gets should be proportional to the assessed risk. A key decision is what level of monitoring do all providers get, what additional monitoring do some providers get, and what determines this. You must focus any additional monitoring where you assess that there is additional or higher levels of risk. Many authorities use risk assessment frameworks to decide the level or frequency of their monitoring.

Appendix 6 contains Sheffield council's list of trigger events that increase risk in care home services. Appendix 7 shows another authority's rating system for risk in home support services. The level of monitoring for each provider reflects the score it gains. Note also that it applies a Red/Amber/Green grading of risk – see **6.3.3** for a fuller description of such grading.

Risk assessments are not static: you need to review them regularly for two reasons.

- Risks may change over time. A new provider is no longer new after providing services for six months. If a provider expands its share of the market significantly, this may influence your assessment. If you stop getting complaints about a particular provider, its risk assessment may reduce.
- Reviewing risk assessments enables you to judge whether they were accurate. Have the providers you have assessed as low risk delivered good performance? If a provider's risk assessment was glaringly wrong, were the reasons for this predictable (and missed?) or were they unexpected (e.g. unplanned commercial takeover, sudden loss of key personnel). How many high-risk assessments have turned out not to be so, and why?

6.2 Documents

There are two key documents needed to underpin effective contract monitoring:

- A contract monitoring plan.
- Contracts – conditions that refer to contract monitoring.

Contract Monitoring plan

A contract monitoring plan needs to make explicit the assumptions and decisions involved in the Foundations layer of this framework, particularly covering:

- The basis on which you will proactively monitor all or some providers.

- How you will manage the balance between proactive and reactive contract monitoring.
- When and how contract monitoring staff will work with others to resolve reactive concerns.
- The mechanisms for measuring and collating performance information.
- How you will distribute information and recommendations for change to key decision makers and key stakeholders.

Appendix 1 contains a suggested outline for a contract monitoring plan, including some trigger questions to help clarify the content of the proposed sections.

Contracts

Contracts for social care services must include, usually in the terms and conditions, a section about contract monitoring. Many authorities have such sections already in their contracts - see Appendices 8 to 11

Appendix 2 contains an example outline of the contract monitoring part of a contract specification, with suggestions about what the section headings should be and what information each section should cover.

6.3 Monitor

Although the diagram has collect and collate as one activity, in analysing this layer, there are three separate subsections:

- 6.3.1 Collection,
- 6.3.2 Collation, and
- 6.3.3 Consideration of information.

6.3.1 *Collection of information*

Reactive and proactive approaches to contract monitoring collect different information in different ways. A reactive approach relies on the notifier⁹ to provide all the initial information you want to log, whereas proactive approaches enable you to decide in advance what information you want to collect.

Reactive approaches

Reactive approaches depend on someone telling the contract monitor that something is (allegedly) unsatisfactory about a service. This may be anything from a vague doubt, through specific concerns, to full formal complaints. The implication is that some aspect of the contract terms are not being met, which is why this aspect of monitoring is often called contract compliance.

Reactive monitoring deals with circumstances where things go wrong, or appear to go wrong. It can produce three important types of outcomes: customer satisfaction, changed provider performance and overviews of provision. The person(s) affected see their concerns acknowledged, looked into, frequently upheld, and resolved. The resolution may involve the provider changing the way it works, on the individual case

⁹ Notifier is used as a generic term for someone who tells contract monitors about any alleged unsatisfactory performance. It is preferred to referrer, because a notifier sometimes does not expect the contract monitor to actively follow up or act on the information supplied. However, the notifier knows that s/he will contribute to building the bigger picture about the provider's performance.

or more widely. The contract monitor collects information that is then pulled together to get a picture of providers' and the sector's performance, albeit based on what has gone wrong.

There is an inherent weakness in reactive approaches. Different service users and professionals have different expectations, and, therefore, different thresholds for identifying and notifying concerns and complaints. What for one person is "just how things are" may for another be "totally unacceptable". These differences have some important implications for reactive monitoring:

- The need to educate service users and professionals about what they can and cannot expect from a service
- The need to sell a reactive system to potential notifiers as an essential way to ensure everyone gets a satisfactory service.
- All notifications need to be reality checked for the reasonableness of the notifier's expectations. Sometimes, expectations are unrealistic and unreasonably high.

For reactive approaches, you need to collect certain details of the individual cases notified to you and/or that you investigate. It is essential to have some form of log that:

- records all concerns raised, including:
 - those where the notifier is only providing information and does not want you to investigate further.
 - those that are referred on, i.e. where it is decided it is more appropriate for another party to look into a matter
- enables quick analysis by pre-agreed categories.

Appendix 3 contains suggestions for the categories needed for logging reactive work.

Appendices 12 to 15 are four examples of notification forms, including one (Rotherham's) which is electronic. There are no examples of the logs for reactive notifications, as these are usually spreadsheets, using the headings from Appendix 3, with categorised entries in most columns.

Proactive approaches

For proactive approaches, there is a much wider range of methods available to collect different types of information from different sources. Table Three summarises some of the main methods used in proactive contract monitoring. It also describes the usual sources and the typical information collected.

Table Three

Information collected through proactive monitoring

Method of collection	Usual source(s)	Focus	Typical information	Further Comments
Returns, i.e. routine submission of documents	Provider. Possibly finance (payments)	Performance management information	Service volume, distribution, referrals and turnover, costs.	
Questionnaires or interviews (by telephone or in person)	Service Users Provider staff Operational staff	Quality	Satisfaction and experience ratings. Check if certain key things happen.	
Review summaries or additional form attached to review	Care managers, social workers or reviewing officers	Quality Effectiveness	Satisfaction and experience ratings. Achievement of agreed outcomes.	
Provider's internal reports	Provider (Management)	Quality	Quality Assurance, complaints.	
Reports or activity summaries	Customer Services (Complaints) POVA co-ordinator	Quality	Summary of all work or that involving a particular provider	
Inspection Reports	CSCI	Quality	Compliance with national minimum standards; response to inspectorial requirements.	Delays in publication remains an issue
Site visits	Provider	Performance and quality	Check records and other relevant documents	This is similar to returns, except the monitor sees the documents in situ.
Other reports or notifications	Other local authorities	Performance and quality	Suspension or	Using pre-agreed

Method of collection	Usual source(s)	Focus	Typical information	Further Comments
			termination of contract	protocol for sharing information between authorities.

Proactive approaches require careful initial decisions about which specific methods or range of methods to use. Such decisions will depend on precisely what you want the monitoring to achieve, the resources available and the risks associated with the service and/or specific providers. (See also 6.1)

Another critical decision is how often to collect information. It needs to be sufficiently often to monitor trends and to tell us, for example; is the volume of service increasing? Is service user satisfaction higher? Have the number of national standards partly achieved or inspectorial requirements reduced? Some collection will also depend on independent organisations, such as CSCI, making information available. Getting information too frequently risks responder resentment or burn out and possibly information overload for you. Getting information too infrequently risks you not knowing how the service is performing and how this changes over time.

Whatever methods or frequency is used, you need to:

- Make routine submissions, particularly of returns documents, a part of normal working arrangements, not additional work. All relevant stakeholders, particularly providers, must see providing information to monitor the contract as an integral part delivering the service.
- Focus on what can be given scores or ratings, while ensuring that these validly reflect what the monitor wishes to measure.
- Ensure all respondents understand what they are contributing to and how you will tell them about the outcome of the monitoring.

Appendices 13 and 14 show the typical content of questionnaires for service users: one (Southend) for home support services, the other (Sandwell) for residential care.

Monitoring service outcomes

Outcome based contracting is still not well developed: “there have been few practical mainstream examples of how health and social care agencies actually commission and contract for outcomes”¹⁰. The technical briefing in Commissioning News covers the fundamentals, particularly the expected benefits of such an approach¹¹. It follows logically that if you do not specify outcomes in framework or individual contracts, you cannot monitor the service’s effectiveness in achieving such outcomes.

The experience to date suggests that contracting for outcome focussed services requires a massive shift of culture for all involved: assessment and commissioning staff, contracts teams, audit financial and legal services and providers. The challenge

¹⁰ Key Activities for Social Care Commissioning, Version 1. CSIP/IPC. November 2006.

[http://icn.csip.org.uk/library/Resources/BetterCommissioning/Support_materials/KEY_ACTIVITIES_FOR_SOCIAL_CARE_COMMISSIONING - November 2006.doc](http://icn.csip.org.uk/library/Resources/BetterCommissioning/Support_materials/KEY_ACTIVITIES_FOR_SOCIAL_CARE_COMMISSIONING_-_November_2006.doc)

¹¹ Issue 4. See www.commissioningnews.com – the technical briefing in the December 2006 edition

with outcomes is having all staff and service users focussing on what the service achieves, rather than the more traditional measure of inputs (e.g. hours/visits, numbers of staff) and outputs (e.g. number of people getting service, number of bed nights provided). However enthusiastically this challenge is embraced, there remains a fundamental challenge inherent in complex human services. If an outcome is achieved after a service is provided, it is easy to assume (but notoriously hard to prove) that the service caused the change.

Unsurprisingly, there is no detailed guidance on monitoring outcomes in social care services. As an extremely basic approach, starting with the individual service user, you will need to:

- 1 Specify the outcomes required for the individual user, some of which may/should be unique for that particular individual. The care plan and/or the individual service agreement are the most usual places to do this. You may identify individual outcomes under the headings for generic outcomes that are applicable to all users, e.g. maintenance of health, keeping safe.
- 2 During planned service user reviews, establish the extent to which the agreed outcomes have been achieved. This has two components. First, how far has the service achieved any one outcome: not at all to fully. At the same time, you may want to measure the user's experience or satisfaction around this outcome. It is possible for a service to be objectively effective but not liked or well received by service users. The second component is collating information about the level of achievement of all agreed outcomes.
- 3 Both measurements need to be quantifiable, even if this is only the 'not at all, partly, substantially and completely' type of measure. Service users usually find scoring their experience and satisfaction out of five or ten a straightforward way to do this.
- 4 Collating information from a number of service users in order to create a picture of the effectiveness of the service. This is fundamentally no different from any collation of information collected proactively. Although much monitoring looks at the quality of the service, it is vital to disentangle quality and effectiveness. How service users experience services is not a measure of their effectiveness in achieving agreed outcomes.

6.3.2 Collation of information

Collation is essentially about drawing together information, often of different types and from different sources, in order to make judgements about the service purchased. Collation is fundamental to effective contract monitoring. Contract monitors use collated information to create overviews, whether these are about an individual provider, a particular locality, service or sector, or the total provision of contracted services. Appendix 18 shows some the range of activities and information that Wolverhampton collates to monitor contract compliance. Appendix 19 shows Sheffield's electronic collation of various types of information about home support performance.

Collation can be detailed, somewhat laborious work, especially where it involves entering information from a variety of manual sources into a single spreadsheet or other computerised system. Increasingly, contract monitors need to use numerical scores or ratings, which raises some particular challenges:

- 1 Validity - does it measure what you think it measures?

- 2 Reliability - do you get consistent measure from different people measuring the same thing?
- 3 Weighting - do all scores have the same importance and implications?

Contract monitors usually collate information to answer some key questions. Table Four lists these and contains suggestions about the typical information that may answer the question.

Table Four

KEY QUESTIONS COLLATED INFORMATION MAY ANSWER	
Question	Typical information that may answer the question
<i>Service quantity and efficiency</i>	
Is the provider delivering the volume of service, especially that expected/required by block contract?	Provider's management information returns, possibly cross referenced to payments.
Is the provider achieving key performance indicators agreed as part of the contract, e.g. inputs, throughput, level of new referrals, achievement of agreed individual outcomes?	Provider's management information returns, possibly cross-referenced to other care management information and other performance management information.
<i>Service quality</i>	
What level of concerns and complaints does this provider/sector have?	Logs of reactive notifications. Customer services records. CSCI reports and activity
How do service users rate their experience of and satisfaction with the service?	Service user surveys by provider, contract monitor or regulator. Care managers' reassessments and reviews. Contract monitors' interviews, by phone or face to face.
How do other staff rate their experience of and working with particular providers or the whole service?	Returns from assessment and care management and reviewing teams. (This could be extended to include provider staff)
What do reports or audits from other organisations tell us about the quality of the service from a particular provider or the whole sector?	Regulators' reports. Notifications from other local authorities.
<i>Service outcomes</i>	
How well does the service achieve agreed outcomes for individual service users?	Individual case evaluation of achievement of agreed outcomes.
<i>Operation of the contract</i>	
Are there any significant or chronic concerns that affect the smooth operation of the contract?	Returns from assessment and care management and reviewing teams. Logs of reactive notifications. Provider's management information returns.

KEY QUESTIONS COLLATED INFORMATION MAY ANSWER

Question	Typical information that may answer the question
	Matters raised at Provider forums.
Note: All questions reflect a particular point in time. It will also be important to know how the answers change over time. You can identify such trends by repeated collation of information	

When collating information, you must anticipate how and to whom you will present it. Information going to senior managers for decisions/endorsement needs to be sufficiently clear and detailed to support the recommended decisions, but not over-detailed. You need to use a consistent format for routinely presenting information.

6.3.3 Consideration of information

Consideration is a separate activity in the Monitor 'layer' of the framework. This emphasises the importance of:

- actively understanding what the information is actually telling us,
- making judgements based on this
- deciding what needs to be done, based on such judgements (see 6.4 Results below)

In practice, consideration often begins as soon as information starts to gather. It is only human to start understanding and interpreting information once you are aware of it. Giving consideration a separate status emphasises the importance of both the making judgements and the decisions that can flow from such judgements.

There are some general principles about making judgements that would probably be widely accepted. Some stem directly from your underlying principles described in the Foundations layer. The key ones are:

- Make your judgements based on the evidence drawn from the information available.
- You may have to collect supplementary information in order to make/justify certain decisions.
- You can consider the wider context and 'soft' information in making judgements, especially those that may lead to suspension or termination of services/contracts. However, remember evidence and transparency.
- Make judgements equitably about all providers. You should have a clear, evidence-based rationale for treating some providers differently from others
- Record all your judgements, especially those that may lead to suspension or termination of services/contracts. Your records should show how the information from different sources and of different types has shaped your judgements and any subsequent decisions.

Much contract monitoring focuses on whether the service performance, quality, and effectiveness are satisfactory. A simple traffic light system, or RAG [R(ed)A(mber)G(reen)] system, provides a flexible approach to recording and categorising judgements. Assuming information is numerical or categorised, you must decide on two thresholds. The first is what represents a satisfactory score or rating, coded green. The second is what represents an unsatisfactory score or rating, coded red. Whatever is between these scores is amber, reflecting some uncertainty,

possibly moderate cause for concern, which you do not at the time judge as definitely unsatisfactory.

Such coding enables you to benchmark providers' performance. You will probably judge any single provider who has 'x or more' red scores to be a poor performer. Indeed, with robust systems of measurement of different aspects of a service, this is a logical and equitable way to define poor performance. Where several, or most, providers have red scores on a specific measure of the service, it may be that they all need some additional support in order to achieve a satisfactory score. Alternatively, it may be that the original thresholds were not set correctly and need revision.

Judgements based on such coding may result in different levels of monitoring: poor performers may get more, good performers may get less. You need to link this information and the judgements back to your original risk analysis, which determined what proactive monitoring you undertook. The contract monitor, or contract manager, often has the authority to make and implement such decisions.

Contract monitoring has an understandable emphasis on identifying and resolving poor performance, i.e. focussing on red and amber scores. A major additional benefit of using RAG system judgements occurs when it shows that all providers consistently meet or exceed a particular standard or target, i.e. they all have green scores. When this happens, you can change the thresholds in order to raise the standard of the service. This is an obvious yet key example of how contract monitoring can lead to continuous improvement.

Appendix 20 shows how Bolton has used such a system to monitor home support provision. It contains details of the factors measured and the criteria used for satisfactory performance. It also shows a sample of results with RAG grading. Appendix 21 is a detailed document describing the way Hertfordshire use various types of proactive contract monitoring to produce an overall quality score for home care providers.

6.4 Results

This is **the most critical** aspect of contract monitoring, which the survey suggested is often overlooked. How information is used links directly back to your original objectives – your reasons for monitoring. You cannot expect to change things that you did not collect relevant information about. If you cannot demonstrate how information gathered through contract monitoring changes things, you should seriously consider whether you continue to collect it.

The framework diagram identifies two layers within the results layer: action and changes. This emphasises that someone has to do something to achieve the changes contract monitoring can deliver.

The basic statement that underpins what happens within the results layer is:

“Based on information from A, we believe B and have therefore decided to do C in order to achieve D”.

A is the collated information, B is the judgement, the result of the consideration, C is the action and D is the change that you want to achieve.

When considering results, both actions and changes, there are three main levels to consider –

- the individual case,
- the contract and
- the strategic level.

6.4.1 Actions

Actions covers the decision making and implementation of decisions to achieve agreed changes.

You need established mechanisms for reporting the judgements made from contract monitoring and for getting agreement and support to implement any changes such judgements require. The precise mechanisms for this will depend on the respective roles of, and relationship between, operational and contracts staff, especially in what form of partnership they work.

The typical processes will differ for the three levels.

In individual cases, the contract monitor will report to the allocated care manager (or the responsible purchasing team for unallocated cases). Individual cases usually arise from reactive notifications. They can also occur when pro-active monitoring involving service user survey reveals specific individual concerns. The care manager is responsible for adjusting the service(s) in whatever way is necessary to resolve the identified problems or concerns. This may be relatively minor, e.g. the adjustment of tasks during certain home support visits or major, e.g. changing provider or even the type of service. The care manager would probably liaise with the contract monitor/manager if s/he needs to know whether specific practices or requirements are possible under the contract.

Appendix 22 is Rotherham's form used to notify a referrer of the outcome of a contract concern notification. Sheffield, in Appendix 23, takes this one stage further, by asking the notifier to indicate their satisfaction with the outcome. These are both straightforward and effective ways of ensuring those who raised or who are the subject of the concern get feedback about the outcome of any notification and/or investigation.

At the contract and strategic levels, similar processes may apply. Contract monitors/managers need to have mechanisms to feed information, judgements and recommendations from contract monitoring into the appropriate management meetings/decision making forums.

If the management meeting routinely receives collated information, it will develop the knowledge and understanding necessary to deal with the issues arising from this. The information presented must support the judgements made and the changes suggested, though you may sometimes need to supply supplementary details. This would particularly include where the provider's action plans have not resolved agreed performance problems.

The sorts of actions contract monitors may seek can include:

- The introduction of additional monitoring, where this is beyond the level for which the contract manager has delegated authority.

- Implementing specific actions with provider(s), including issuing breach of contract notices, changing the parameters of a contract (e.g. service volume, localities covered), suspending new work, or terminating a contract.

Again, the precise nature of endorsement needed will depend on the contract manager's delegated authority.

At a strategic level, the level of collation and the nature of the overviews produced are higher, looking at a whole sector, all services for service user group or whole communities. The 'hard' information that contract monitoring can supply about the efficiency, effectiveness and quality of services has to be considered in the wider context of factors that influence strategic planning. These are too numerous to list here, but some that are particularly relevant to contract monitoring/ management are:

- General market intelligence, particularly about strengths, weaknesses and gaps in current provision
- Providers' interest, willingness and capacity to significantly adjust current services or develop new ones.
- Providers' and funders' views on opportunities for investment and disinvestment in social care services in the authority.
- The potential for strategic commissioning with other bodies who are or who may be considering purchasing the same or similar services as the local authority.

6.4.2 Change

The critical question for all change that contract monitoring does and might produce is:

“How does this affect current or future users of the service?”

Table Five on the following two pages describes some examples of the main changes contract monitoring can achieve, linked to the type of information collected and the judgements made. These are illustrative rather than comprehensive.

Table Five

MAIN CHANGES CONTRACT MONITORING CAN ACHIEVE		
Focus of change	What might change	Information and <i>judgements</i> ¹² used
Individual Service	<ul style="list-style-type: none"> • Volume or nature of service. • Quality of service. • Provider. • Specific staff. 	<ul style="list-style-type: none"> • Reactive notification(s). • Specific issues picked up from proactive monitoring, especially service user surveys. • <i>Contract not complied with or service not satisfactory.</i>
Individual Provider	<ul style="list-style-type: none"> • Volume or content of the service, especially where outcomes not achieved. Suspension of service or new referrals, until specific changes have occurred. • Specific policies, procedures and practices 	<ul style="list-style-type: none"> • Performance management information. • Collation of reactive notifications and/or proactive information show unsatisfactory performance. • Collation of information about individual outcomes. • Regulator reports • <i>Specific aspects of performance or overall judgement of poor performance.</i>
Local authority policies, procedures and practices.	<ul style="list-style-type: none"> • What information is given to providers and when. • Administrative procedures around payment and routine returns of information. • How the assessments and care management service respond to individual case requests from providers. 	<ul style="list-style-type: none"> • Information about the operation of the contract. • Investigation of reactive contract compliance notifications. • Feedback from providers, individually or through providers' forum. • <i>The local authority policies, procedures or practices are not sufficiently fit for purpose.</i>
Contract Management, including contract monitoring	<ul style="list-style-type: none"> • Revision of thresholds for satisfactory and unsatisfactory 'scores' for proactive monitoring. • Content and methodology of contract monitoring. • 	<ul style="list-style-type: none"> • Collation of reactive and proactive monitoring information. • Identification of inefficiencies within the system. • <i>That you should change contract performance and quality standards or targets.</i> • <i>That you can make contract monitoring more efficient or effective.</i>

¹² The text *in italics* describes the judgements involved.

MAIN CHANGES CONTRACT MONITORING CAN ACHIEVE

Focus of change	What might change	Information and <i>judgements</i> ¹² used
Purchasing plans	<ul style="list-style-type: none"> • Increasing or decreasing the volume of services purchased. • Allocation of new contracts or additional work. 	<ul style="list-style-type: none"> • Overview collations for the sector, including reactive and proactive information and wider intelligence. • <i>The provider or whole service is or is not effective in achieving agreed outcomes.</i> • <i>The provider consistently achieves a good quality of service.</i>
Commissioning strategy	<ul style="list-style-type: none"> • Decommission specific services. • Commission new services. 	<ul style="list-style-type: none"> • Overview collations for the sector, including reactive and proactive information and wider intelligence. • <i>Alternative provision has been shown to be effective, efficient and satisfactory quality, or current provision shown to be not effective, efficient or of satisfactory quality.</i>

Given the wide range of changes possible at the individual, contractual and strategic level, it is hard to be more specific about how to approach change. This section ends with six questions, with detailed comments, about moving from consideration (making judgements about collated information) to change. These questions aim to help you get the most from your contract monitoring.

Getting the most out of contract monitoring – questions to ask yourself

1 How do you record and use judgements, especially those involving poor performance?

It is essential to record judgements about poor performance. Given the potential significance of such judgements, you must record why and when you made or recommended a particular decision and the information used to make it.

2 How do you ensure that providers know about and understand the judgements you have made about them?

This applies particularly where the judgements confirm (red scores) or raise the possibility (amber scores) of unsatisfactory performance. Reflecting 'partnership' values, do you always discuss with providers any recommendations about requiring a remedial action plan, suspending, or terminating a contract before you make them?

Though such discussions may not be easy, they ensure that:

- The provider can comment on your judgements. This may involve challenging the accuracy of information, or how you have interpreted it, and providing additional (relevant) information .
- The provider can say how it intends to resolve outstanding performance problems (though an agreed action plan for making necessary improvements may have already failed).
- The provider knows what you are recommending, and why.
- You can assess the provider's likely response to suspension or termination: deflated compliance or dogged defiance.

3 What are the risks and benefits of sharing performance information more widely with stakeholders?

This applies particularly to the risks of sharing judgements of poor performance. There is usually limited risk in sharing such information with the provider(s) involved. There are quite different risks in sharing such judgements more widely. If you tell care managers/social workers that a particular provider is performing poorly, they may change their behaviour. This may lead, directly or indirectly, to the withdrawal of current service users, reductions in referrals, or increases in concerns and complaints. This, in turn, may result in increasing pressures for the provider, and perhaps it ceases trading. Service closure, whether or not the authority terminates the contract, may or may not be what the commissioners want. Managing such situations is often tense and complex.

Such dilemmas only become sharper when you think about sharing information with

service users/families or even the public (which includes potentially private purchasers). How do principles about transparency and legal duties under Freedom of Information laws influence what you do and should do? Do the potential benefits of sharing information about provider performance outweigh the risks?

Such considerations reinforce the absolute necessity to make judgements based on valid evidence and to record them in sufficient detail to show that they were reasoned and reasonable judgements (given the information available at the time). There are no simple answers, but being aware of the risks and implications of how you share information is a good starting point.

4 How do you feed back the results of contract monitoring to key stakeholders? Who is entitled to see what?

The previous question covered some of the dilemmas inherent in sharing information about poor performance.

Stakeholders include a wide range of people. For some, e.g. elected members and senior managers, there is a presumption of entitlement to such information. For others, e.g. CSCI, the entitlement may appear as strong, but what discretion does the local authority have? Paradoxically, those stakeholders who basic values say should be central in all this, i.e. current and prospective service users, appear least entitled to such information.

If you accept that the critical test of the effectiveness of contract monitoring is how it affects and improves things for service users, then surely sharing the outputs and outcomes of contract monitoring with service users is vital. Other public services, e.g. hospitals and schools, have published performance tables. CSCI intends to make public its grading of each provider's performance. Some authorities support systems which award star ratings for the quality of care homes.

Local authorities have been traditionally reluctant to recommend or endorse particular providers. Initial accreditation may give a general kite mark, but this does not usually extend as far as differentiating providers based on quality. Yet, paradoxically, contract monitors know clearly who are their low quality and high quality providers. Information collected through contract monitoring substantiates such judgements.

There are two impediments to making performance information widely publicly available. The first is that the information must be robust, evidence based, and not open to challenge. Although contract monitoring increasingly produces and uses hard(ish) information, it is the possible influence of anecdotal and softer information in forming judgements that can cause problems. The other impediment is a fear of litigation from providers for restraint of trade. If the local council publicly identifies poor(er) providers, they are more likely to struggle to achieve financially viable businesses.

As we enter an era where individual service users will take greater responsibility for arranging their own services, how will the role of information from contract monitoring change? Can we share information with service users in ways that are useful to them and yet fair to the provider? Is the information that contract monitoring collates actually that which most interests and is most relevant for service users?

5 What is your role in resolving poor performance?

Much contract monitoring time and energy focuses on enabling providers to (re)establish satisfactory performance. Often you play a central role in agreeing the reasons for the poor performance, developing and endorsing an action plan designed to resolve them, and monitoring the implementation of the plan and whether it achieved the desired changes. Are such roles and the reporting of outcomes of such remedial work understood and agreed? Are they endorsed within a contract monitoring plan? How are the workload implications managed? Are there other significant people with whom the contract monitors must work and/or liaise?

6 How often do you review your contract monitoring and revise it in the light of what you have learned?

There must be continuous improvement in contract monitoring, not least because this models its core values. However, if you change things too frequently or too much, you risk losing the routine nature of the information collecting methods and processes. You need always to question how you can do things more efficiently or effectively, as well as being willing to try out new methods. Although clear efficient systems that operate smoothly are inherently appealing, the critical measure of contract monitoring must be how its results affect the experiences of current and potential service users.

7 USING THE FRAMEWORK

Local authority staff who monitor and/or manage contracts will already do much or all of what this framework describes. We hope it reinforces and extends the way you see, think about and understand contract monitoring. Certainly, it poses many questions!

How might you adopt and develop what you find useful in the framework? The basic answer is in any way that makes sense and works for you. The following are initial suggestions that may help.

Start by reviewing your current approach and monitoring against the framework. Ask yourself “do we have these elements in place and how well do they work?” There are various list of questions and suggestions in the document to help focus on this.

The examples provided are of working documents and systems. We do not offer them as examples of unequivocally best practice. They are potential templates or stimuli, to help you work on that particular aspect of contract monitoring.

A critical idea within the framework is that each layer is supported by those beneath it. Though you may be tempted to look at your monitoring, examining your foundations and documentation may, ultimately, reap richer rewards. It is also vital to look critically, but constructively, at how you use the results of contract monitoring - what actually changes because of all your activity? The potential for contract monitoring to improve standards for all services (including in-house) and to eliminate unsatisfactory services is immense. How much of this potential does your contract monitoring actually deliver? What do your

stakeholders, especially service users, operational staff and providers think of what you do? How do you know?

As you review, decide where your practice is:

- strong (no immediate work required)
- average (improvements possible but not urgent), and
- weak (urgent need to see specific improvements or systems introduced).

How much work you think will be involved may affect what you put in each category. After all, revising one form is easier and quicker than developing a complete system for collecting and grading proactive information. Next, prioritise and action plan the improvements you want, starting with weak areas. Given the survey finding of insufficient staffing within contracts teams, you need to be realistic about both how much you can review and what changes you can implement, and how quickly.

Consider having an away-day, possibly with input or participation from relevant stakeholders, to (re)consider all elements of the foundation layers. This work could focus on producing (or updating if you already have one) your contract monitoring plan. This could be a subsection of a wider business plan for the commissioning/contracts team or unit. Your plan should include any developments for contract monitoring, which you should review and revise as part of your regular refreshing of business plans.

Contract monitors and contracts teams are usually small and specialist. In the West Midlands, there is a good example of gaining support, stimulation and challenge from meeting with staff from other authorities. The operation of the West Midlands Contract Monitoring Officers group is described briefly in Appendix 24.

If you apply the framework fully to your practice, you should expect to provide principled, efficient contract monitoring that:

- can show it monitors what matters to service users
- measures its effectiveness in terms of how the changes contract monitoring produces affect service users
- is clear defined and has relevant purpose(s)
- is supported by clear documents that say what you plan to do and how you plan to go about it
- has systems and procedures for gathering, collating and evaluating information in order to understand how well (in a number of senses) services are performing
- produces overview reports about different aspects of service performance which are routinely shared with relevant management groups, decision makers and stakeholders
- produces changes at a number of levels, all of which focus on ensuring that service users receive the highest quality of service, which demonstrates value for money, meets contractual targets and standards and is continuously improving.

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Notes:

- 1 Most authorities have agreed the inclusion of their name and a contact person's e-mail address. Two have not, mainly because of concerns about their inability to respond to additional enquiries.

Possible outline for a contract monitoring plan

The full proposed content of such a plan would only be required when first drafted. Subsequent reviews, probably annually, would note significant changes and probably significantly revise only the risk analysis and plan of activity fully.

- 1 Contracts. Summary of number and range of contracts, by size, value, service sector and types of provider. The position of in-house services, if any.
- 2 Objectives, general. What is contract monitoring designed to achieve? What are the relative priorities of the different reasons for contract monitoring? What matters to service users? What are other key stakeholders' expectations and how will these affect the monitoring you do?
- 3 Approach(es). What are the values upon which you base your monitoring? What is the department's basic approach to contract monitoring? How do the contract's terms and conditions reflect this? Are you monitoring one or both 'sides' of the contract? Are you monitoring in-house services? What is the intended relationship between operational and contract staff and the implications of this for roles and responsibilities in contract monitoring? What is the intended relationship between contract monitors and providers?

How you will manage the balance between pro-active and reactive contract monitoring? On what basis will you pro-actively monitor all or some providers? What criteria will you use to decide who should investigate alleged unsatisfactory performance? When and how will contract monitoring staff work with others to resolve reactive concerns?

How will you define unsatisfactory and poor performance? How explicit and transparent are the criteria and decision making processes for making such judgements about providers?

- 4 Resources. What staffing resources are solely or partly available for contract monitoring? For staff who have other roles, what is the relative importance and priority of the other work?
- 5 Risk analysis. Does your risk analysis of services, contracts and providers suggest that certain provision is higher risk than others? What proactive monitoring will all providers get as a baseline? What additional monitoring do higher risks require? Will you respond to reactive notifications differently, depending on your risk assessment of the provision?

What are the risks of not being able to complete the planned monitoring – see 6? What contingency plans are in place or needed if such risks happen?

- 6 Plan of activity. What are your plans, especially for proactive monitoring, during the period covered by your contract monitoring plan? Can you produce them in some form of year planner or timetable, in order to show providers, operational staff and other stakeholders what contract monitoring you undertake? What are you unable to do, and why? What risks are associated with this? Are you implementing any new or improved approaches to gathering information and/or

working with others? What are your main mechanisms for measuring and collating monitoring information

- 7 Recording and distributing the results of contract monitoring. How do you plan to record the judgements and actions arising from collated information? What are the mechanisms for distributing information and recommendations from contract monitors to key decision makers and key stakeholders? What rights do providers have to see and comment on any judgements or proposed actions that may negatively affect the authority's purchasing?
- 8 Review. How will you establish how effective your monitoring is? What changes do you expect and how will you measure these? How often will you review the plan, how and who will contribute to this?

Minimum content for contract terms and conditions about monitoring

Section Heading	Section content
Purpose	What is contract monitoring and why is it important? What are the Council's obligations to monitor? What are the general responsibilities on both parties to co-operate with all matters, activities and investigations involved in contract monitoring?
Rights of access	What access to premises, documents, staff and service users does the Council require? What notice do they need to give to obtain the access required in different circumstances?
Information – what the Council needs from the provider	What information provider is required to provide routinely and occasionally – content, format, frequency, sent to? Is there any commitment to reasonableness for additional or one off requests?
Information – what the Council does with it.	What will the Council do, routinely and occasionally, with information supplied? Are there any restrictions, e.g. audit staff using financial information only for assessing financial viability? What difference, if any, if the recipient(s) are outside the Council, e.g. CSCI, other authorities? What information is shared, and on what basis, with service users? How and in what circumstances will you feed back evaluation of information, especially negative judgements, to providers?
Unsatisfactory and poor performance – definitions and basic management	How do you define these? How will providers know that you have made such judgements about them? What right(s) do providers have to comment/appeal such judgements?
Managing poor performance	What are the process and stages of formally managing poor performance? How prescribed are these, or does the Council retain some flexibility and discretion according to the circumstances of the case? How will the Council make and communicate any decisions to suspend or terminate purchasing from the provider?
<p>Note: There is a delicate balance to strike between specifying exactly how you will act in certain circumstances and maintaining enough flexibility and discretion to act as required by the circumstances of each case. As a minimum, the contract should be explicit about the general approach and principles that apply to resolving such situations. This strengthens your role when difficult situations arise.</p>	

Categories for logging reactive work

Category	Category Content	Further Comments
Source of notification	Identification and contact details Category of notifier and relationship to service user For workers, team/locality	If from an employee, was it done at someone else's request?
Provider	Identification details Service type/sector/location Type of contract	
Nature of concern(s)	Description Single or multiple concerns? Categorisation of concerns	Multiple concerns can include the same type of problem being repeated or several different concerns
Notifier's actions and expectations	Has the notifier already dealt with this concern? Was the outcome satisfactory? If not, what does s/he expect the contract monitor to achieve?	To log notification not requiring contract monitor involvement effectively, it is essential to ensure the notification contains key information.
Investigation ¹³	Done by contract monitors, others or jointly? Main activities involved to be categorised	
Outcome of investigation	Was there a breach ¹⁴ of contract? What was the main reason(s) for this? Remedial action needed – if so, what type?	Identifying the main reason(s) helps you to know what remedial action you must plan.
Outcomes of notification for those affected	Outcome – service user Outcome – provider Outcome – notifier All outcomes to be categorised.	
Notes:		
1	All significant actions and decisions will need dates, so that you can measure your performance against timescale standards or targets for accepting, investigating and resolving notifications.	
2	Categories are needed for certain information to enable you to summarise overall performance.	

¹³ Investigation may sound somewhat formal, but whatever is done and whoever does it, the essential activity is to find out whether the alleged unsatisfactory performance happened. It also implies a certain purpose and rigour that contract monitoring requires.

¹⁴ Some authorities use default, others breach, others both. Use of breach here implies any failure to comply with contractual requirements and standards.

Mission Statement

To ensure that, through contract monitoring Service Users, within the borough of Southend on Sea receive the standard of service that will enable them live a satisfying and rewarding life in spite of their adversities, disabilities or impediments.

To encourage distribution of sharing and best practice.

To ensure that Southend Borough Council is receiving Best Value.

To support the Council in their quest for 3 star ranking by continues improvement of the standard of services commissioned by the Department of Social Care, from the public and independent sectors within the Borough of Southend-on-Sea.

Our aim in monitoring is to:

- Ensure that Service Providers are complying with the terms and conditions of the contract and meeting service specifications.
- Ensure that contracts awarded by the Service Purchaser are meeting the needs of Service Users and preserving Service User's rights, dignity and independence.
- Assist the Service Providers in identifying aspects of their service delivery, which could be developed and improved.
- Contribute to the understanding of the resources, standards and quality of the provision of care within the Borough of Southend-on-Sea, community care division, by providing monitoring information to the Quality Assurance systems within the Council.
- Contribute to the development and continuous improvement of services provided to Southend-on-Sea Borough Council's Department of Social Care through both public and independent sector providers.

Contact: KieranOToole@southend.gov.uk

HOW CAN SERVICE USERS INFLUENCE CONTRACT MONITORING?

The project survey found that few authorities involve service users in planning how to monitor contracts – referring to strategic involvement, not monitoring individual cases.

Blackpool Council's commitment is to take the experiences of people who use social care as the starting point for its monitoring. Contracts staff met service users in a number of settings, including individually in their own home, in day centres and in care homes. The purpose of meeting is to find out what service users say matters to them about the service(s) they use. The council did not meet all service users, only a sample that was sufficiently large (about 100 people) to give a reasonably valid picture of most views and concerns. For home support services, service users consistently emphasised missed visits, continuity of carer(s), timing of visits and the work undertaken. Council staff therefore prioritised these aspects of the service within monitoring. The methods used and the ways of measuring performance were chosen by the professionals involved in monitoring the service. However, the users themselves had set the focus of the monitoring.

This appears a direct way to get the service user's experience and views to determine what you monitor. Getting such views in such ways can also be used to develop or review a care service specification. When obtaining views on this way, you need to be clear what you tell service users you will do with the results of your monitoring. The general picture from the project survey was that authorities did not share information from monitoring widely; service users seem to be one of the last groups who may get such information.

When you have decided on your monitoring plan, service users should make a significant contribution. There are some examples of service user focussed questionnaires – see Appendices 16 and 17. These may be completed as part of an individual care review process, posted to service users, completed over the phone or in face to face interviews. Such approaches need to be at the centre of service monitoring, as they are the only direct expression of the service users' voice.

Contact: commissioning.team@blackpool.gov.uk

This example provides a list of factors that may increase risk and therefore suggest/require increased levels of monitoring. The triggers are headlines only, without detail about exactly how this is measured or the criteria that result in particular judgements, e.g. staffing problems, poor review by other funders.

Triggers

The following triggers are likely to increase the level of risk to service delivery with a consequent need to increase levels of monitoring. This will be reflected in new risk assessments being undertaken and the level of risk increasing to amber or red. The decision to put a provider into amber or red status will be dependent upon the nature of the service, vulnerability of service users, re-provision issues, financial impact on the provider or the Directorate and reputational factors.

Block Contracts

- ❖ Reduced referrals
- ❖ Complaints
- ❖ Financial difficulties
- ❖ Staffing problems
- ❖ Allegations of abuse
- ❖ Poor review by other funders
- ❖ Service delivery issues on other contracts
- ❖ Poor or adversarial relationship between provider and Directorate linked to service delivery issues
- ❖ Monitoring returns
- ❖ Annual service review
- ❖ Questionnaire results
- ❖ Any other contract compliance issue

City Wide Spot Supported Living

Any of the above plus:

- ❖ Missed calls

Contact: contractscommissioningenquiries@sheffield.gov.uk

Appendix 7

Unnamed

This contains the scoring system an authority uses to make a risk assessment. The higher the total score, the higher the priority for monitoring – see bottom of sheet.

System for scoring dom care provision.

Rating system

Number of service users	less than 5	0
	between 5 and 20	10
	over 20	15
	over 50	20
Zone Provider	Add	10
Last visit	6 months	0
	6 -12 months	10
	over 12 months	15
Adult protection issue	Current	20
Service user feedback scoring	over 90%	0
	80-90%	10
	under 80%	20
Staff feedback	over 90%	0
	80-90%	10
	under 80%	20
Change of manager since last visit		10
Complaints in last 12 months	for each complaint upheld	10
Known missed calls in last 3 months	for each genuine missed call reported	5
Concerns raised		5
Financial Issues		20
Issues raised at last visit (or by CSCI)	Supervision	5
	Quality Assurance	5
	Induction or training	10
	Health and Safety	10
	Recruitment	10

HIGH PRIORITY FOR FULL MONITORING	50+
MEDIUM PRIORITY FOR PARTIAL MONITORING	35+
LOW PRIORITY FOR MONITORING	<35

1. Contract compliance and contract review

1.1. Contract compliance is about ensuring that both parties follow the terms of the Agreement and that any difficulties can be addressed. This may be carried out through periodic contract review meetings and routine contract monitoring. The frequency of meetings and amount of information required by us is in line with the level of risks assessed as being present in the Agreement.

1.2. We shall

1.2.1. Attend, with appropriate representatives, periodic review meetings to discuss the operation of this Agreement.

1.2.2. Give as much notice as possible of information required and be reasonable about the volume and regularity of the information that will be requested. This is likely to be proportionate to the risks inherent in the Agreement.

1.2.3. Sometimes aggregate information and submit it to central government.

1.2.4. Share information about contractors with other regulatory and purchasing bodies in the interests of protecting the Service User.

1.3. You shall

1.3.1. Attend, at your own expense with appropriate representatives, periodic review meetings to discuss the operation of this Agreement.

1.3.2. Provide confirmation of your organisational status, identity, compliance with its governing instruments and the composition of its management when requested.

1.3.3. Demonstrate, when requested, that you are operating legally.

1.3.4. Assist in enabling us to comply with all Legislation relating to access to information and/or such Legislation relating to freedom of information as may be in force.

1.3.5. Provide information about the Service being provided. This might include (but this is not an exhaustive list):

1.3.5.1. Producing Performance Indicator information required.

1.3.5.2. Co-operating with spot checks and granting access to members of your staff if required to investigate any element of the Service.

1.3.5.3. Providing statistical information and feedback from Service Users.

1.3.5.4. Providing a recent summary income and expenditure statement for the Service.

1.3.5.5. Producing relevant documents relating to the Service.

1.3.5.6. Providing details of complaints relating to the Service; their investigation and outcome.

1.3.5.7. If the service is registered under the Care Standards Act 2000, provide within two working days a copy to the nominated Officer of all notifications of significant incidents that you are required to make to the Commission for Social Care Inspection.

1.3.5.8. Provide summary details of all other significant incidents within two working days of their occurrence. See Appendix [3].

Contact: kevin.o'neill@bolton.gov.uk

Sandwell

(This is an extract from a Home Support Contract. Monitoring includes interviewing provider staff, identified at random – see 5(f) 3 and 14)

5(f) MONITORING

	<p>The Provider shall permit a duly authorised officer of the Council to enter at all reasonable times their offices for the purpose of monitoring and reviewing the Service and to inspect records, including employees' personnel files, upon reasonable notice.</p>	
	<p>The Provider's Managers and Care Workers must work in close liaison with Council staff at all times. This may include:</p> <ul style="list-style-type: none"> • Care Managers who are responsible for co-ordinating the Service User's care package. • Contracts and Monitoring Officers who are responsible for monitoring the contract. 	
	<p>The Provider must inform staff that their names, addresses and telephone contact number will be released to the Council at the time of monitoring in order that a random selection of staff to interview on a confidential basis may be undertaken by the Council. This information will only be used for this purpose and will not be retained (other than in an anonymised format in relation to staff interviewed after completion of the monitoring exercise).</p>	
	<p>The Provider shall comply with all requirements of data protection and/or access to personal records legislation and ensure the Council is noted/entered as a disclosure.</p>	
	<p>The Provider shall be able to demonstrate that systems are in place to effectively monitor the work of Care Workers. Systems operated must include reconciling timesheets to rotas and to invoices and carrying out spot checks (which shall be recorded) to ensure Care Workers are at the right place at the right time. It should also be noted that it is the Provider's responsibility to ensure that actual times are recorded in timesheets. Falsification of timesheets could result in termination of this Agreement.</p>	<p>Inspection of rotas and timesheets and interviews with Care Workers and Service Users. Inspection of spot check records.</p>

	<u>Timesheets</u>	
	<p>A timesheet shall be completed stating the actual times of arrival and departure. They shall be clear and unambiguous with both first names and surnames of the Provider's staff recorded and shall clearly show whether visits to Service Users' homes for the purpose of service provision have been made in the morning or afternoon/evening. This record must be completed in full and, wherever possible, signed by the Service User or their representative and the Care Worker for each period of care delivered. The arrival and departure times must be entered before the Service User is asked to sign the record. Any changes to the format of timesheets must be agreed by the Contracts and Monitoring Officer assigned to Social Inclusion and Health.</p> <p>The Service User's/representative's signature must be obtained on a daily basis. Where it is deemed inappropriate to obtain a daily signature agreement must be reached with the Service User or their representative and the Care Manager for the operation of an alternative mode of verification.</p>	Inspection of timesheets.
	<u>Provider Information</u>	
	<p>The Provider shall provide information as requested from the Council from time to time. This may include, for example, a breakdown of contact hours provided for each Service User during a sample week(s), timesheets relating to invoices, and other information to meet Department of Health requirements.</p>	
	<u>Non-Residential Charging Returns</u>	

	The Provider shall complete and submit to the Council a monthly return detailing exceptions to agreed Care Plans (AC6s). (An example return form is given at Appendix 3 and details as to the completion of the returns is given at Appendix 5)	
	All records which are kept to evidence the provision of the service shall be retained by the Provider for a minimum period of three years.	Records available for inspection.
	All records relating to visits to Service Users shall be filed promptly so that the most up to date position can be ascertained from an examination of Service Users' files.	Records available for inspection.
	All records maintained pursuant to this Agreement shall be made available to the Council upon its reasonable request.	Records available for inspection.
	The Provider shall allow The Executive Director of Social Inclusion and Health and/or his designated representatives access at all reasonable times to its premises, records of service personnel, records relating to Service Users and any other relevant documentation with or without prior notice, to ensure that the requirements of Service Users' AC6s are being met and that invoices are accurate. Any such information obtained shall, subject to the provisions of this Agreement, be treated as confidential.	
	The Council shall have the right to accompany employees of the Provider during visits to Service Users' homes in order to verify the provision of the service etc.	

	The Council shall have the right to interview the Provider's staff in order to assist in facilitating the Council's contract monitoring function.	
	Where the Provider is a franchisee, the Council shall be at liberty to disclose to the franchisor, any information obtained pursuant to the exercise of the Council's rights under this Agreement.	
	The Council's shall monitor the Provider's compliance with its contractual obligations in respect of equal opportunities in accordance with the monitoring criteria included as Appendix 1.	

Notes:

The AC6s mentioned in 5(f) 12 refers to a generic form which identifies each area of need and gives details on what type of assistance is required to meet that need. It will also contain details on the days and times a particular service is required.

Contact: Jaine_Fleetwood@sandwell.gov.uk

5 MONITORING & EVALUATION

5.1 The Council will supply the Provider with a blank monitoring form, which, once completed by the Provider, will highlight the specific provision and use of the Service. A schedule of quarterly period dates and dates for the return of monitoring forms will accompany the initial monitoring form.

5.2 The Provider shall return completed monitoring forms to the Authorised Officer and the Council's Commissioning and Contracts Section on a quarterly basis within the time-scales set by the Council. The quarterly information provided shall also be aggregated into the annual report as a summary.

5.3 An initial quarterly payment will be made and subsequent quarterly payments will follow the receipt of each monitoring return for the previous period as per Clause 20 of the Contract Conditions.

5.4 The monitoring form will include general information and specific information to evidence that outputs and outcomes are being achieved.

5.5 The format of the monitoring returns shall include the following information for each quarter: -

- Number of new referrals for each of the Services outlined including:
Referral source, reason for referral (to include difficulty in living independently/ carer relief)
- Service users age, gender, ethnicity
- Details of the CPA (standard or enhanced)
- Response times to all initial enquiries.
- Details of Service User satisfaction levels (to include a survey of Service Users) supplied annually from the original date of the Agreement
- Numbers/reasons for any refusal or termination of Service.
- Details of outcomes to be quantified and evaluated.
- Details of any proposed revision to the Service provided.
- Service User Details, supplied in confidence, for data checking purposes only
- Details about numbers of staff/volunteers
- Details about staff training/qualifications
- Future proposals for the Service/unmet need
- Any other information, which the Provider feels, would be useful in evaluating the Service.

The above list is not designed to be exhaustive and may be subject to amendment from time to time in order to reflect the priorities of the Service

Note:

The explicit link in 5.3 between submitting monitoring information and payment.

Contact: kpovall@warrington.gov.uk

Part Six: Contract Monitoring and Review

Synopsis

During the life of the contract the Commissioning Manager will monitor its effectiveness in accordance with the requirements of the contract and Best Value principles, and review its performance in order to determine whether it should be re-commissioned. Monitoring and review will provide assurance that service quality is maintained and standards are met; enable evaluation of whether outcomes are being achieved; enable dialogue between the Service Purchaser and Service Provider regarding service development within a framework of continuous improvement; establish whether Best Value is being achieved; and determine whether the contract should be tendered on expiry, or renewed in accordance with the [Social Services Code of Practice for Tenders and Contracts](#)

Context

Contract monitoring and review should always be undertaken within the context of the overall strategy for the relevant area of service. This will enable both the Commissioning Manager and the Service Provider to relate service objectives and outcomes to those identified within the strategy.

Monitoring a contract is about identifying whether the specified objectives are being achieved and the identified outcomes are being met. It is not about the Commissioning Manager passing judgement on how the work is undertaken – this is the Service Provider’s responsibility.

There must always be an awareness of how the contract being monitored or reviewed relates to other contracts, i.e. its place in the “bigger picture”. The interdependencies may be such that a decision about the future of one contract could impact adversely on other contracts.

The Purpose of Monitoring

Contracts are monitored for the following reasons:

- To ensure that service quality is maintained and standards are achieved;
- To measure whether outcomes are being met;
- To ensure the continued relevance of specific outcomes in relation to both the overall strategy for the service and meeting the needs of individuals;
- To provide a formal opportunity for two-way communication between the Commissioning Manager and the Service Provider regarding any necessary changes, new developments, or other matters that may impact on the service;
- To identify blockages to successful outcomes;
- To monitor Best Value by determining whether better efficiency and economy can be achieved;
- To plan for future developments within a framework of continuous improvement;
- To monitor contract performance based on the Service Provider's own quality monitoring systems backed up by purposeful sampling of provision;
- To provide feedback to the Procurement & Contracts Team to enable collation of performance information across service areas.

The Purpose of Review

Contracts are reviewed for the following reasons:

- To review the service specification to consider continued relevance and agree any changes;
- To consider any external influences on the Service Purchasers' or Service Providers' priorities which impact on the contract or the ability to deliver the service (e.g. changes to how referrals are made);
- To take into account any changes to Government guidance or imperatives which impact on the contract;
- To identify agreed service improvements, efficiencies or changes of emphasis in line with the overall service strategy;
- To consider how the service is contributing towards strategic performance standards;
- To take into account eligibility criteria and its continued relevance in the light of other priorities such as prevention, goal setting, flexible services, specific service requirements;
- To monitor whether the outcomes identified in the service specification are being achieved;
- To inform decisions about the future of the contract, i.e. continuation with the current service provider where the requirements of the **Social Services Code of Practice for Tenders and Contracts** are met; re-letting of the contract through a competitive process; or termination.

Setting out the monitoring and reviewing requirements

In order to have clear monitoring and review requirements in place, the contract should set out the following:

- The strategic context for the service;
- The objectives and outcomes for the service (which should clearly evolve from the strategy);
- Details of how performance against the identified outcomes will be measured
 - By the Service Purchaser
 - By the Service Provider;
- Details of what information the Service Provider is required to gather, including
 - How it will be provided to the Service Purchaser
 - To whom it will be provided
 - The frequency with which it will be provided;
- The frequency of monitoring meetings;
- The date for the review of the contract*
- A statement of the quality standards that are relevant to the service and how performance against these will be measured, and by whom.

*NB the contract review date must always allow sufficient time before the contract end date for a tendering process to be undertaken if this is considered necessary. Advice on tender timescales should be sought from the Procurement & Contracts Team.

Potential outcomes of Review Process

Contract Renewed – either with the same service specification and contract terms, or an amended specification and contract terms, where the requirements of the [Social Services Code of Practice for Tenders and Contracts](#) are met.

Contract terminated and not replaced – this will need to include consideration of how any identified needs of service users will be met following termination of the contract.

Contract terminated and replaced with new contract following tender – either with the same service specification or a different specification.

Who should be involved?

The postholders in both the Service Purchaser and Service Provider organisations who will be responsible for contract monitoring and review should be identified in the contract. This may include:

- Postholder with responsibility for the overall management of the contract (the Commissioning Manager);
- Postholders who can report on the strategic and financial context of the procured service;
- Postholders who have a more direct role in delivering or receiving the service locally;
- Postholders responsible for other commissioning or procurement activity on which the review of the contract may have an impact;
- Procurement & Contracts Officers may attend monitoring meetings if considered necessary; and should always attend review meetings prior to the expiry of a contract.

Where the postholders responsible for monitoring the contract are not the Commissioning Manager, there should be clear arrangements for feedback following meetings.

There should be agreement at the commencement of the contract as to the necessary quorum for a monitoring or review meeting to take place.

The monitoring and review of contracts should always be considered a high priority activity by both the Service Purchasers and Service Providers.

The responsibilities of those involved

To provide factual, relevant and up-to-date information and feedback based on evidence which can be produced and shared, gathering information from other agencies where relevant (e.g. CSCI).

To ensure there is agreement as to what information is commercially sensitive or might otherwise be exempt information under the Freedom of Information Act 2000, and to ensure that such information remains confidential.

To be aware of relevant legislation and guidance that the Service Purchaser is required to comply with, which has the potential to impact on the Service Provider.

To attend meetings punctually and not send substitutes unless this is unavoidable.

Contact: john.wilkin@devon.gov.uk

*An electronic notification form, which incorporates the necessity of getting a team leader's endorsement for the notification. It has an explicit link to a policy and procedure on "Contracting Concerns".
A lot of the detail is about helping staff complete an electronic form.*

Guidance for Completing the Electronic Contracting Concerns Form

These guidelines should be read in conjunction with the **Contracting Concerns Policy and Procedure** which is available from the contracts team.

The electronic form can be found at the following location: (local intranet address here)
It will be available from a direct link in the Social Services Intranet Home Page.

Parts A and B

SOCIAL SERVICE PROGRAMME AREA.

Please note all fields with * are required and must be completed.

PART A - Form Completed By

Full Name: *

Designation: *

Locality: * Telephone: *

PART B - individuals Involved

Provider Details

Name of Provider: *

Service User(s) Involved

Full Name: * Resident At:

Home Address: SWIFT No: *

Post Code:

Telephone No:

Full Name: Resident At:

Home Address: SWIFT No:

Post Code:

Telephone No:

Other Person(s) Involved (e.g. carer, relative, other service user)

Full Name: Relationship:

Home Address:

Post Code:

Please complete fully. The form will not work unless all field marked with * have been completed. Use the drop down menus.

Hint: You can enter the first letter of the provider's name or your designation to jump to the right part of the list. You can use the up and down keys on the keyboard or your mouse wheel to navigate the list.

Part C

PART C - Details of concern (please give details of the incident by answering the following questions and include details of any correspondence or other relevant details).

Date of Concern/Incident or period covered

Date From: * Calendar

Date To: Calendar

Who raised the concern(s)?

Details of Concern

Please input details here.

*

Was the emergency action necessary?

If Yes, what was the nature of this action?

Has contact been made with the Service Provider

Enter details of contact with S.P.

Please input details here.

*

These are required fields and it is here that the details of the concern should be entered. Please make sure that enough detail is provided to enable us to proceed with any investigation that may be required. If this is not fully completed, the process will be delayed, as we may have to come back for more information.

When describing contact with the provider, please mention who you talked to.

Dates can be entered using the built in calendars. Text boxes accept 50 000 characters.

Forms will not usually be accepted unless these boxes have been completed outlining what has happened and what contact has been made with the provider.

Hint: You can copy and paste any other documents (e.g. SWIFT notes; Word documents) into them. There is no spell-checker. Press Ctrl + C to copy and Ctrl + V to paste.

Part D

PART D - Team Leaders Involvement (Please insert details of discussion with Team manager and any action taken by them).

(Please ensure that this section is completed prior to the form being forwarded to the Commissioning and Development Officer)

Please input details here.

Concern resolved:

Any further action required:

Please input details here.

Signature:

*

Service Area

*

Please ensure all the details above are correct before submitting this document.

Please ensure that this is completed. A discussion between worker and their line manager or equivalent should take place and any action taken or comments by the manager, recorded. Signature is for the team manager's name. Please enter your service area (Adult Services or Learning Disability) as this determines who will get the concern.

When you click "Submit", the form is added to the database and an email is sent to the relevant contracts officer.

If you click "Reset", all the information you entered will be deleted.

Hint: You can jump from box to box using TAB key (just above Caps Lock)

The Contracts Team is always looking for ways to improve the service they offer operational staff and managers. Any comments about these procedures would therefore be welcome and should be directed to the Commissioning and Contracting Manager.

Contact: Andy.Hare@rotherham.gov.uk

Example of a standard notification form for generic reactive contract monitoring

Contract Compliance Notification

Name of Service Provider:

Name of Service User:

MYCarefirst ID:

Home Address:

Tel no:

Notified by:

Team Code:

Tel. Number:

Details of Concern:

What action (if any) has already been taken?

What are the expectations of the notifier?

Signed:

Date:

Please give details of where / when you can be contacted to discuss this further:

When completed, please email this form to: (local contact named)

Contact: chris.waddleton@stockport.gov.uk

Risk Management for Care at Home

Complete this form when a Service User or representative tells you there is a problem with their care package, or any element of it, at home. When you have completed this form, e-mail to Commissioning.team@blackpool.gov.uk

Is it likely to happen again?	Likely	Possible	Unlikely
Service User is or may be at risk now	Act now, seek advice from manager if necessary, complete form and feedback to Commissioning later.		
Service User or other Service Users are at risk of harm if this happens again just once.	A	B	B
Service User or other Service Users are at risk of harm if this happens again more than once.	B	C	C
No risk to Service Users, but is an inconvenience	C	C	C

Consider the likely impact on the Service User if the problem were to occur again, bearing in mind any knowledge you have of their circumstances. Then think about how likely it is that this problem will occur again. From this, you should get a risk rating of A, B or C. A and B risks need you to take immediate action. First, you need to briefly record why you have rated the risk as you have. Then, if the risk is A or B, you should record what action you have taken below.

Name of Service User

Paris ID

Risk rating

Please briefly describe the issue and how you have assessed the risk.

If risk is A or B, please describe the action you have taken to minimise the impact.

Contact: commissioning.team@blackpool.gov.uk

An example of a simple log for home care services which are collated to produce a monthly overview of providers' performance.

LATE / MISSED VISITS LOGSHEET

TEAM:

Agency	Client Name	ID No.	Date	Late Visit (✓)	Missed Visit (✓)	Time	Comments

Please send this form to Commissioning & Contracting on the last day of each month.

Contact: kpovall@warrington.gov.uk

SOUTHEND-ON-SEA BOROUGH COUNCIL
Adult & Community Services
DOMICILIARY CARE SATISFACTION SURVEY - 2007

The Adult & Community Services Department protects the service user's right to confidentiality with regard to the collection, holding and processing of information about them in accordance with the requirements of the Data Protection Act 1998.

Please tick the appropriate box

Gender

F

How long has Service User been receiving help from social Services in their own home?

Less than 6 months

6 months to 1 year

1 to 2 years

More than 2 years

Service User's age group?

Under 65	
65 - 74	
75 - 84	
85 or over	

Service User's ethnic background?

a) **White** (British, Irish, any other White background)

b) **Mixed** (White and Black Caribbean, White and Black African, White and Asian, any other mixed background)

c) **Asian or Asian British** (Indian, Pakistani, Bangladeshi, any other Asian background)

d) Black or Black British
(Caribbean, African, or any other Black background)

--

e) Chinese

--

f) Any other ethnic group

--

How many hours of home care is the Service User receiving each week?

--

	Very satisfied	Quite satisfied	Not satisfied
Overall how satisfied is the Service User with the service being provided by the agency?			

	Always	Sometimes	
Do care workers arrive at the times specified?			

	Always	Sometimes	Never
Do care workers stay for the time specified?			

	Always	Sometimes	Never
Does the agency notify the Service User if their care worker is going to be more than 30 minutes late?			

	Always	Sometimes	Never
Do Care Workers carry out their duties according to the care plan?			

	Always	Usually	Never
Does the agency send the same Care Workers each visit?			

In the last 12 months has the Service User been left without care?

Number of times

--	--	--

Does the Service User feel that the Care Workers are competent and provide a professional service?

Yes

No

--	--	--

Does the Service User feel they are treated with respect, and their dignity, privacy and confidentiality is maintained?

Yes

No

Not Sure

--	--	--

Do Care Workers ever discuss other Service Users with you?

Never

Sometimes

Always

--	--	--

Do Care Workers wear disposable gloves and aprons if attending to your personal care needs?

Always

Usually

Rarely

Never

--	--	--	--

Not applicable

--

Do Care Workers wear a uniform with an identification badge?

Yes

No

--	--

**Have you been informed
how to make a comment,
complaint or complement?**

Yes

No

Can't remember

--	--

--

19. If you could change one thing about your home care services, what would it be?

--

20. Please write any further comments here:

--

Should the Service User wish us to communicate their comments to the Service Provider please signing this form?

Signature of Service User (or their representative)

Please print name:

**Kieran O'Toole
Contracts Officer
Adult & Community Services
Southend on Sea Borough Council
PO Box 6
Civic Centre
Victoria Avenue
Southend on Sea
Essex. SS2 6ER**

**Tel: 01702 534315
Fax: 01702 534618**

Contact: kieranotoole@southend.gov.uk

Resident/Representative Questionnaire

Nursing/Residential Home: *(Name of care home)*

The purchasing unit located within Sandwell Social Services has responsibility for monitoring the service provision in line with the contract held with private sector providers. To enable the monitoring process to be as effective as possible and ensure that the users of services are obtaining the best quality care I would appreciate your comments regarding care standards.

Relatives/representatives may complete this questionnaire with, or on behalf of residents who need assistance. (Please circle the most appropriate response)

1 Are you aware of the home's complaints' procedure?

No Not Sure Yes

2 Are there always enough staff to assist with your care needs?

Never Sometimes Most times Always

3 Are the staff friendly and polite?

Never Sometimes Most times Always

4 Is your room and the rest of the home kept clean & tidy?

Never Sometimes Most times Always

5 Are you given the opportunity to get involved in the planning of the care you receive?

Never Sometimes Most times Always

6 Do staff complete the tasks as identified on your care plan?

Never Sometimes Most times Always

7 Is the care provided up to a good standard?

Never Sometimes Most times Always

8 Are you able to practice your religion or beliefs?

YES NO Not Applicable

9 Are your cultural and/or special needs, catered for?

YES NO Not Applicable

10 Do you choose what time you get up and go to bed?

Never Sometimes Most times Always

11 Do you enjoy your meals?

Never Sometimes Most times Always

12 Do you have a choice in the meals you eat?

Never Sometimes Most times Always

13 How responsive is the home to your concerns and recommendations?

Never Sometimes Most times Always

14 Over the past few weeks how many activities have taken place?

None A Few Many

I would welcome additional comments that may assist with maintaining the care provided please feel free to add additional sheets.

Comments:

Signed
(Optional)

Please return this questionnaire either signed or anonymously as soon as possible in the envelope provided

Your contribution will enable standards to be met, maintained and eventually raised. If you would like to discuss your care further (or that of your relative), please feel free to contact me on the above number.

Thank you for your help and co-operation.

Yours sincerely,

Contracts & Monitoring Officer.

Contact: Jaine_Fleetwood@sandwell.gov.uk

This chart shows the range of activities and information that contribute to the annual monitoring reports

WOLVERHAMPTON SOCIAL SERVICES DEPARTMENT

CONTRACTS MANAGEMENT TEAM

CONTRACTS COMPLIANCE MONITORING CONSISTS OF:-

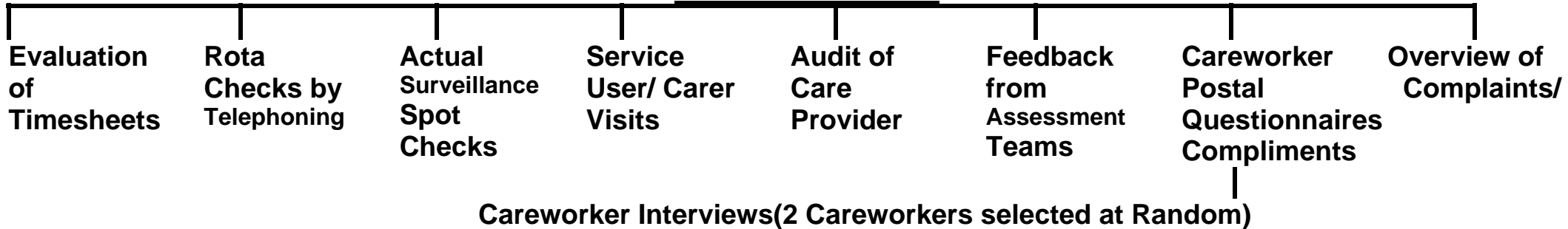
ADVICE AND SUPPORT ON CONTRACTUAL ISSUES TO PROVIDERS AND ASSESSMENT TEAMS

ROLLING PROGRAMME OF MONITORING

COMPLAINTS

- Level of complaints
- Analysis of type of complaints
- Handling of complaints
- Intervention on contractual issues arising from complaints
- Working towards agreement on satisfactory outcomes

ANNUAL MONITORING REPORT COMPRISING



Appendix 19


Sheffield

An example of a collation of information (for home support provision) including performance, reactive notifications, and service user satisfaction. Electronic links to background data not possible in this example, but enable detailed understanding of background information.

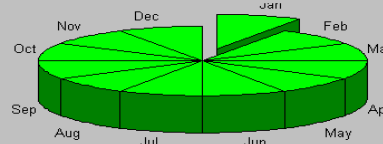
Summary Sheet

Click for DATA

Incidents					Links to Reports			
Yr	Qtr	Founded	Unfounded	Under Investigation	Monitoring Visits	CSCI Reports Report	CSCI Reports Evaluation	Meeting Minutes
2006	Apr - June	13	7	0	31-May-06	2005	2005	07-Jun-06
2006	July - Sept	27	35	0	10-Nov-05	2004		16-Jan-06
2006	Oct - Dec	8	6	0	28-Oct-05			28-Nov-05
2007	Jan - Mar	0	0	0	29-Sep-05			06-Sep-05
					24-Aug-05			11-Aug-05
					20-Jul-05			02-Aug-05

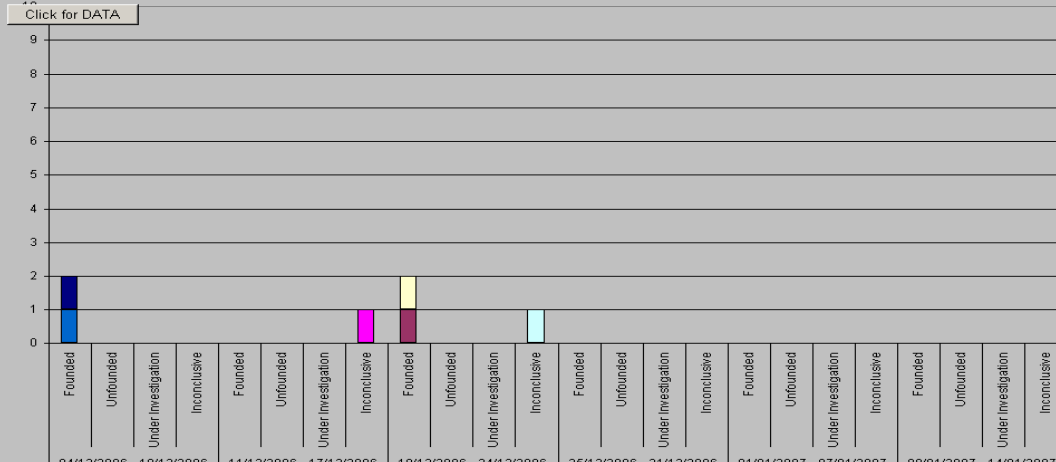


Produced by Strategic Commissioning and Partnership Section



Provider Status - Feb '06 - Jan '07

Click for DATA

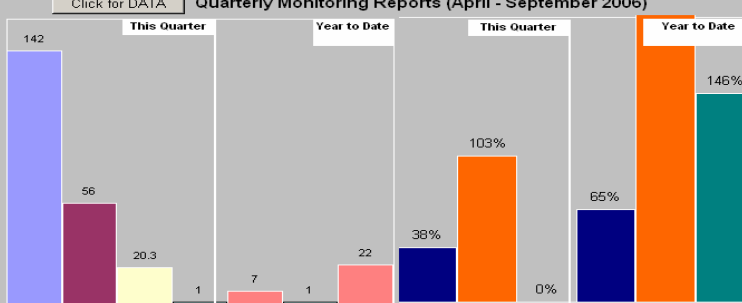


Contract Usage

Week No	Area	Usage	No of SU	Contract	% Used
40		637.5	82	710	90%
		563.76	58	757	74%
39		650.76	80	710	92%
		573.5	56	757	76%
38		645.51	80	710	91%
		532	57	757	70%
37		645.51	80	710	91%
		532	57	757	70%
36		655.58	83	710	92%
		570.49	54	757	75%
35		644.33	83	710	91%
		495.66	53	757	65%

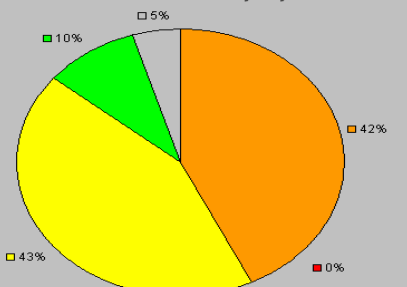
Click for DATA

Quarterly Monitoring Reports (April - September 2006)



Care Worker Questionnaire Summary November 2006

A5: All recruitment checks have been completed.
 A8: All have completed the Induction Training.
 C3: 100% have completed Moving and Handling Training
 100% have completed Health & Safety Training
 100% have completed Adult Protection
 86.67% have completed or are working towards NVQ



Contact: contractscommissioningenquiries@sheffield.gov.uk

This contains the detail and criteria Bolton use to monitor home support provision. The final sheet is an example of how the results are presented, anonymised for several providers. At the time this example was created, some factors were not being measured.

Bolton's approach using RAG system for monitoring home support providers

Criteria	How this is assessed	Comments
1. Understanding of key issues	For new providers this is covered by the accreditation criteria and process. For long standing providers this is covered by previous social services registration	Some new providers despite being CSCI registered are taking many months to demonstrate satisfactory understanding
2. Certain basic systems in place and use	Partly by the accreditation process and they by evidence of service delivery. It includes the application, interview; checking office systems and records; and verifying actual processes, including training, in practice. These comprise: Recruitment; Work scheduling; Back up systems (dealing with contingencies arising during weekdays and out of hours support);	Training*; and Health and safety*. We have yet to define the key areas and expectations of those marked* but these will include manual handling; dealing with bed rails; medication; catheter care and adult protection.
3. Services delivered within 30 minutes of time ordered and agreed Satisfactory: At least 70% of visits are delivered within 30 minutes of the ordered start time. Cause for concern: Between 55% and 69% of visits are delivered within 30 minutes of the ordered start time. Fail: 54% or less of visits are	This is assessed by sampling communication sheets for service users for a specific week a specific week at the start of each quarter. This work is carried alongside the Gershon related work.	The initial checks in November 2004 and January 2005 identified that many packages had been rearranged between provider and service user without a formal contract variation being agreed. By highlighting these, many have now been adjusted and performance will have appeared to have improved simply because the practice matches the order. This is an important area though, because the timing of visits can have a crucial element, for instance because of need to space out medication prompts.

delivered within 30 minutes of the ordered start time.		
<p>4. Duration of each service delivered within 5 minutes of ordered duration</p> <p>Satisfactory: No more than 25% of visits are of outside of the correct duration.</p> <p>Cause for concern: Between 26% and 40% of visits are of outside of the correct duration.</p> <p>Fail: More than 40% of visits are of outside of the correct duration.</p>	<p>This is assessed by sampling communication sheets for service users for a specific week at the start of each quarter. This also serves as part of the Gershon related work.</p>	
<p>5. Compliance with specified format for reporting actual delivery times against ordered times.</p> <p>Satisfactory: compliance with specified format</p> <p>Fail: not complying with specified format</p>	<p>Time sheets showing actual contact time, signed by service users whenever possible, or an equivalent record of contact times have been requested. This is assessed over the whole quarter</p> <p>In the longer term electronic monitoring is envisaged as a more efficient way of.</p>	<p>It has been found that some providers are still not producing actual contact time records. The failures are now being highlighted to providers as such.</p>
<p>6. Safety and essential welfare of users met always: Any missed visits and instances of difficulties with providing two workers are to be reported as soon as possible to the Home Care Bookings staff, including reasons and actions taken to safeguard service users.</p> <p>no missed visits</p> <p>no single carer instead of two</p> <p>Satisfactory: no incidents of missed visits or one carer instead</p>	<p>These are assessed by sampling communication sheets for service users for a specific week at the start of each quarter. In addition any reported incidents of missed visits throughout the whole quarter are logged and providers are asked to investigate and explain what</p>	<p>A very hard line is being taken on these issues as either could result in serious repercussions for the service user. Therefore, unlike some of the other criterion this is not one that is assessed in proportion to the total volume of work undertaken by the provider.</p>

of two or evidence to show that the welfare of users has been safeguarded on every occasion. If there is no evidence to then a "fail" is recorded even if there is only one single incident	happened, why and to provide evidence to demonstrate that the welfare of users was not at risk	
7. Production of reports at least 6 monthly from own QA systems	Not yet started	
8. Any of: Poor standard care; Moving and handling issues; Not completing communication sheets satisfactorily	This has not yet been clearly defined and more work is required Further work is required on this These are assessed by the supply of communication sheets as requested each quarter	There is potential to examine the detail of entries, but this has not yet been developed in any consistent way.
9. Compliance with CSCI inspection report requirements	Not yet started as most agencies have not yet had second inspections	
10. Invoices provided within satisfactory time limits	Assessed over whole quarter by identifying any significant delays in providing invoices	
11. Not declining requests to accept orders disproportionately	Assessed over whole quarter by identifying providers appearing to be selective about times of day or days of week in which they will accept work	Efforts are being made to stop providers accepting work which they cannot sustain and this is leading to significant improvements.
12. Adherence to contract terms and conditions	Assessed over whole quarter in relation to any contract terms	Failure to provide summary invoices are being identified as "fail". This is because of individual service user based invoices are time consuming and expensive to process.

	Providers 1 to 13												
	1	2	3	4	5	6	7	8	9	10	11	12	13
1. Understanding of key issues	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
2. Certain basic systems in place and use	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
3. Services delivered within 30 minutes of time ordered and agreed	Orange	Green	Red	Red	Green	Green	Green	Orange	Green	Orange	Green	Green	Green
4. Duration of each service delivered within 5 minutes of ordered duration	Orange	Red	Red	Green	Green	Orange	Orange	Orange	Green	Red	Green	Green	Green

5. Compliance with specified format for reporting actual delivery times against ordered times	Green	Red	Red	Red	Green	Green	Red	Red	Red	Red	Red	Red	Red	Green
6. Safety and essential welfare of users met always: no missed visits	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey	Grey
no single carer instead of two	Red	Red	Red	Red	Red	Red	Red	Red	Green	Red	Green	Red	Red	Red
	Green	Red	Red	Green	Red	Red	Green	Red	Red	Red	Green	Red	Red	Green
7. Production of reports at least 6 monthly from own QA systems	White	White	White	White	White	White	White	White	White	White	White	White	White	White
8. Any of: Poor standard care;	White	White	White	White	White	White	White	White	White	White	White	White	White	White
Moving and handling issues;	White	White	White	White	White	White	White	White	White	White	White	White	White	White
Not completing communication sheets OK	Green	Green	Red	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
9. Compliance with CSCI inspection report requirements	White	White	White	White	White	White	White	White	White	White	White	White	White	White
10. Invoices provided within satisfactory time limits	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
11. Not declining requests to accept orders disproportionately	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green	Green
12. Adherence to contract terms and conditions	Green	Red	Green	Green	Green	Green	Red	Green	Green	Green	Green	Green	Red	Green

Contact: kevin.o'neill@bolton.gov.uk

Procedure for the Evaluation and Monitoring of Contracted Domiciliary Care Providers

1. Introduction

1.1 This document details the procedure to be followed to obtain and assess data that enables the Contract unit to monitor the Quality of services of the Contracted Domiciliary Care Providers used by Hertfordshire Adult Care Services.

1.2 The data, along with any other information obtained, will be used as part of the process to:

- i. Help choose and evaluate Accredited Providers, during a Tendering exercise that may be instigated by the Contracts Unit
- ii. Provide ongoing information of Domiciliary Care Providers contracted by Hertfordshire Adult Care Services in order to evaluate the Quality of their services. This information will form the basis of the Annual Contract Review held with each provider.

1.3 The methods used to obtain Quality information about Contracted Care Providers are as follows:

- a) Monthly Monitoring Information
- b) Quality Questionnaire (QQ1)
- c) Annual Accreditation Reports

1.4 All three methods used to collect data will commence at the beginning of each financial year (1st day of April) and continue throughout that twelve month period. The process will continue each year, when the current information will be obtained by all three methods throughout that year.

1.5 All three methods used as part of the Quality Monitoring Process will generate a score, which will be collated on the Quality Matrix, containing all scores obtained by all three processes throughout the twelve-month period.

2. Objective of Contractual Monitoring

- To ensure that the standards within Contracted Domiciliary Care Agencies are consistent, verified and maintained.
- To help manage and maintain sufficient numbers of high Quality Domiciliary Care Agencies providing care to all parts of Hertfordshire on behalf of Adult Care Services Department.

3. Notification to Contracts of Accredited Domiciliary Providers

3.1 The Contracts Manager (Domiciliary Care) is provided by the Standards Section, with an updated list of Accredited Domiciliary Care Providers.

3.2 The updated list will include any Domiciliary care providers that have recently achieved the accreditation standards.

3.3 The list will also have removed from it, any Domiciliary care providers who fail to meet the accreditation standards.

3.4 The Standards section will notify the Contracts Manager of the removal or addition of newly accredited Domiciliary Care Providers before the publishing of any revised list.

3.5 The Contracts Manager (Domiciliary Care) will only contract services with Domiciliary Care Providers who have achieved and maintain the accreditation status as decided by the Standards Section.

4. Processing Of Monthly Monitoring Information

4.1 Monthly Monitoring Information will be sent by the 3rd working day of each month, to the Contracts Administration Officer, by the District Commissioning Officer from each district. The information will be sent to the Contracts Department by electronic mail and will contain the previous month's information.

4.2 The information sent will include any comments from 14 different categories of complaint and any compliments received directly or indirectly by the District Commissioning Officer, concerning any Contracted Domiciliary Care Agencies providing services in their area. If none have been received during the course of that month the District Commissioning Officer shall submit a nil return to the Contracts Section.

4.3 On receipt of the Information from a team, the Contracts Administration Officer will collate and paste the information onto the main Excel Spreadsheets of the Domiciliary Care Folder contained within the electronic shared drive. The information will be collated and pasted onto spreadsheets set up for the relevant financial year as follows;

- (a) For the County**
- (b) For each District Team**

4.4 The Contracts Administration Officer will contact the District Commissioning Officer for any Monitoring Forms not received. This should be done by the 4th working day of the following month.

4.5 The Contracts Administration Officer will evaluate and score the information at three monthly intervals, adding the scores to the Quality Monitoring Matrix. (Appendix 3) The formula used to evaluate the scores from the complaints and compliments received has been weighted to consider the seriousness of the complaint received. It has also been weighted to allow for the number of clients that the agency provides services to, thus allowing a comparison between large and small providers. (Appendix 1).

4.6 Contract Officers will regularly assess the Electronic Monitoring Forms received from the Districts so that any problems concerning a Provider can be addressed immediately.

Major concerns that a District Commissioning Officer is made aware of should be reported immediately to the Contracts and Accreditation Sections.

(Procedures for Monitoring the Quality of Home Care Services Purchased from Independent Providers by the Social Services Department SSBN 2000 A458 Issue 1 April 2000)

5. Quality Questionnaire (QQ1)

5.1 To enable the contracts section to gain information about Domiciliary Care Agencies in the areas of Commissioning, Complaints/Compliments, Standard of Care and Helpfulness, the Quality Questionnaire (QQ1) Appendix 2 has been devised to be used to seek the views of the District Teams.

5.2 During the course of the financial year, starting on the 1st April and through to the following twelve months, the Contracts section will send out a Quality Questionnaire (QQ1) for completion to all District Commissioning Officers for an Accredited Agency Branch, that has 25 clients or more, providing a service in their District.

5.3 The District Commissioning Officer will be asked to complete the Questionnaire, fully before returning it signed and dated to the Contracts Section. The information provided will be used to formulate a score.

5.4 On receipt of the completed Questionnaire, the Contracts Administration Officer will input the data received, by following the format used to evaluate the answers, before placing on the Quality Questionnaire Score Sheet for the appropriate year, contained within the Quality Folder of the Shared Drive. The completed questionnaire will then be filed on the appropriate Agency's paper file.

5.5 The Scores placed on the score sheet will be reconciled every three months (July, September, January and March) before being placed on the Quality Matrix. This allows for an average to be taken of multiple scores received in the case of Questionnaires being received by two or more District Commissioning Officers about one agency.

5.6 In the Case of Domiciliary Care Providers who have more than one accredited office in different parts of the County, or are a franchise of a Parent company, a questionnaire will be sent to District Commissioning Officers who commission with that branch or franchise for completion.

5.7 Questionnaires and scores accumulated during the course of the financial year will be recorded separately for each branch office or franchise, as each branch office or franchise will be evaluated separately.

6. Questionnaire Evaluation Guidance

- The maximum score that can be achieved for each Questionnaire (QQ1) is 4500 points with each of the questions valued to a maximum of 500 points.
- Question 8 asks the respondent to choose categories in an order that they find is the basis of commissioning care with that Agency.
- The categories have been rated and valued in an order determined by the contracts section, that if selected in that order, would achieve a maximum score of 500 points. Any other combination would result in a lower score.
- The Categories are shown below in priority along with the values placed on them:

Priority	Category	Value
1	Standard Of Care	45 points
2	Feedback	35 points
3	Helpfulness	30 points
4	Availability	20 points
5	Price	5 points

- When a category is the first choice, its value is multiplied by 5. The second category chosen is multiplied by 4. Third choice by three, fourth choice by 2 and the fifth choice by 1.
- A Questionnaire received that indicated the following choice would show a score of :

1 st Feedback	$35 \times 5 = 175$
2 nd Helpfulness	$30 \times 4 = 120$
3 rd Availability	$20 \times 3 = 60$
4 th Standard of Care	$45 \times 2 = 90$
5 th Price	$5 \times 1 = 5$

Total Score 450 out of 500

- The score achieved from Question 8, along with the scores obtained from the other questions will then be placed on the Quality Questionnaire Score sheet.

7. Annual Accreditation Reports

7.1 Accreditation is a voluntary scheme of Quality Assurance, which must be achieved by a Domiciliary Care provider before any contract to provide a Domiciliary Care Service can be awarded. A provider must achieve and maintain the requirements needed to meet sixteen Standards as laid down in the **(Policy Statement on Accreditation and Inspection of Domiciliary Service SSBN 99V419)**. For Live-In Services Providers all of the Twenty Standards laid down in the document must be met.

7.2 The 20 standards as laid down by the Hertfordshire County Council Standards unit are Annually Inspected by the Inspection Officer (Homecare). The Inspection Officer will produce after any 3-month compliance visit, the Accreditation of Domiciliary Service Agencies – Inspection Report, after they have inspected each standard and its criteria.

7.3 Any Non compliance noted of the Accreditation Standards will be notified to the Contracts Unit who may choose to withhold custom or cease to contract with the provider until accreditation standards are met.

7.4 A copy of the Accreditation of Domiciliary Service Agencies – Inspection Report. Of a Domiciliary Care Provider will be provided by the Standards Unit after each annual inspection to the Contracts Section so that the report can be evaluated and given a Quality score.

7.5 Below are the 20 Standards, highlighting the areas inspected that form the basis of the report.

Organisation and Management

- Standard 1 The Proprietor is deemed fit to run a Domiciliary Service.
- Standard 2 The Manager is deemed fit to manage a Domiciliary service.
- Standard 3 The Agency has a statement of Aims and Objectives.
- Standard 4 The Agency is financially sound.
- Standard 5 The Agency has an effective Quality System.
- Standard 6 The Agency has proper and adequate Insurance cover.
- Standard 7 The Agency complies with relevant legislation.
- Standard 8 The Agency complies with Health and Safety Legislation

Staff

- Standard 9 The Agency operates sound employment practices.
- Standard 10 Staff are competent and are trained to meet the needs of clients.
- Standard 11 Management systems and staff workloads enable safe and effective service to clients.

Service to Clients

- Standard 12 Written information is given to clients about the Agency and the service.
- Standard 13 The Agency provides a professional service, respecting the rights of clients. It should not discriminate in the provision of services because of race, religion, gender, disability, age or sexual preference.
- Standard 14 The Agency has effective arrangements for clients to comment on the nature and Quality of the service received.
- Standard 15 Clients are protected from abuse and exploitation.

Agency Premises

Standard 16 The premises are fit for a Domiciliary care business.

24 Hour Live In Care

Standard 17 The Agency has arrangements for the replacement of careworkers in the case of an emergency.

Standard 18 Formal monitoring of the Quality of service and standard of care provided is conducted on-site with the client on a monthly basis.

Standard 19 Monthly site supervisions with care workers must be conducted.

Standard 20 Care workers will receive written guidance on standards of personal behaviour expected whilst providing a live-in service.

8. Scoring the Accreditation Report

8.1 The scoring system used by the Contracts Section of the Accreditation Report will compliment the assessment format as used by the Inspection Officer (Homecare).

8.2 Each individual criteria, or groups of criteria within each Standard, have been rated by the Standards Section into one of three categories. In the opinion of the Standards section, if a provider is unable to meet the requirements of those criteria, the Service Standards Officers will apply the rating for those criteria. The ratings that the Service Standards Officers apply are as follows;

- i. Current Risk (High) ii. Imminent Risk (Medium) iii. Possible Risk (Low)**

8.3 During an inspection the Inspection Officer (Homecare) will decide and record in their report whether each of the criteria in each of the Standards have been met. The report will then be made available to the Contracts Section. The report will show any criteria that have not been met and will indicate the risk rating that has been applied to those criteria.

8.4 To formulate a quality score, the Contracts Section will apply a scoring system based on the report submitted by the Inspection Officer (Homecare). The system applied is as follows:

- Points will be deducted for each of the criteria that a provider fails to meet in each of the Standards. For many Domiciliary Care providers this applies to all the criteria in the first sixteen Standards. For providers of Live-In Care all the criteria in all Twenty Standards apply.
- The points awarded for each Risk rating are:

Current Risk 3 points Imminent Risk 2 points Possible Risk 1 point

8.5 Prior to scoring, each Domiciliary Care Provider will start with a maximum Score of **255**. Live-In Care providers will start with a maximum score of **265**. The scores are the total number of points that apply to each of the criteria that are inspected and have been rated by the Inspection Officer (Homecare).

8.6 Each criteria that a provider fails to meet, will have the points rated for that criteria deducted from the starting score. The contracts section will examine all the criteria

covered in the report and the scores applied. This will then achieve the final score for the Domiciliary Care provider based on the Accreditation Report.

8.7 A Domiciliary Care provider's score could be adjusted due any additional information made available by the Inspection Officer (Homecare). An example would be the reassessment of criteria identified specifically to be reinspected by the Inspection Officer, at a compliance visit made 3 months after the initial visit.

8.8 The following page has a table showing the point values and Standard totals, as determined by the Standards Section, that are relevant to each of the criteria in all of the Twenty Standards.

8.9 The final score achieved by each Domiciliary Care Provider is placed with the other scores that have been collated from Quality Questionnaires (QQ1) and Electronic Monitoring Information submissions on the Quality Matrix to obtain a Quality Rating score for that Agency.

Criteria

Standard	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	Total
1									3									3
2									3									3
3																		3
4									3									3
5	2	1	2	3	3	2	3	2	2	1	2	2	1	1	1	2	1	31
6	3	3	3	3	Na	3												15
7	3																	3
8	3	1	3	3														10
9	3	1	2	3	3	1	1	3	3	1	2	1	2	3				29
10	3	2	2	3	3	3	3	3	2	3								27
11	3	3	2	2	3	3	3	2	1	2	3							27
12	1	1	2	3	2	1												10
13	2	2	3	3	3	3	2	2	3									23
14	2	1	2	2	2	1												11
15	3	3	3	3	2	3	3	2	2	3	2	3	3	3	3	1		42
16	1	1	3	Na	1	2	3	1	3									15
17	3																	3
18	2																	2
19	2																	2
20	3																	3
Grand Total																		265

Appendix 1

Complaints/Compliments Weighted Formula for Processing Monthly Monitoring Information

Each of the 14 complaints and 1 compliment on the Monthly Monitoring spreadsheet has been given a weighted score. The scores are detailed below.

	Weighted Score
Abuse	- 400
Continuity of Care	-100
Change of Day	-100
Compliments	+100
Health & Safety Issues	- 200
Inadequate Agency Daily Records/Care Plans	-150
Late Call	-100
Lack of Agency Feedback	-100
Manual Handling Issues	- 200
Not fulfilling Commission Time/Task	- 200
No Call	- 300
Other	-100
Stage 1 Complaints	- 200
Unsatisfactory Contact With Agency Office	-150
Unsatisfactory Care Worker	-150

The score will be calculated by the number of clients that the Agency serves. This figure will be obtained from the Social Services Information Systems.

Formula used to Calculate score;

Weighted Score of Complaint or Compliment /Number of Clients
E.g. Agency A (Manual Handling Complaint) $- 200 / 2 = -100$
Agency B (Abuse Complaint) $- 400 / 114 = -3.5$
Agency C (Late Call Complaint) $- 100 / 69 = -1.5$
Agency D (Compliment) $+ 100 / 200 = +0.5$

Each Agency branch will initially start with a score of 1000 points. Any calculations made for complaints or compliments received, will be added or subtracted from that score.

APPENDIX 2

Contracts Unit Home Care Agency Quality Questionnaire (QQ1)

Home Care Agency **District Team.....**

The Contracts Unit is seeking information from the District Team about the Domiciliary Care provided by the above agency. The information provided along with other sources of data obtained by the Unit, will contribute towards compiling a Quality Rating for this and all other Agencies. I would therefore appreciate if you could spend some time to carefully consider each of the following questions.

On a scale of 0 to 10 (Poor - Excellent), would you please evaluate the following questions by ticking the appropriate box.

1. How would you rate the helpfulness and response you receive from the agency when commissioning a service?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor		Fair		Average		Good		Excellent		

2. Based on your Knowledge of the Agency, how would you rate the Quality of the care provided by the agency's careworkers?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor		Fair		Average		Good		Excellent		

3. How would you rate the Agency's feedback, if any, on the following:

i. The under/over commissioning of the time required for a client's package?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Poor		Fair		Average		Good		Excellent		

ii. Problems the agency may experience with commissions (e.g. Difficulties with clients etc.)

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Poor

Fair

Average

Good

Excellent

APPENDIX 2 (CONTINUED)

4. What is the Agency's record on making known to the team any complaints/compliments made whilst they provide care for your clients?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Poor

Fair

Average

Good

Excellent

5. What is the agency's record on attempting to resolve the complaints, if any, made against them?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Poor

Fair

Average

Good

Excellent

6. Taking into consideration the number of cases covered by the Agency, how do you rate the level of Complaints made against them?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Poor

Fair

Average

Good

Excellent

7. If you have received feedback from clients and their families about the agency, what have been their overall impressions of them?

0	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Poor Fair Average Good Excellent

8. Please place each of the listed factors below in an order that relates to the Agency, that you consider forms the basis to choose to commission a package with them?

- A) Price, B) Availability of Service, C) Helpfulness, D) Standard Care provided, E) Feedback of information

Example:

	1		2		3		4
<input type="checkbox"/>		5	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
C							
	1		2		3		4
<input type="checkbox"/>		5	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>

Questionnaire Completed by: Date:

Please send your completed questionnaire to the Contracts Section
Mount Pleasant, Mount Pleasant Lane, Hatfield AL9 5PU

APPENDIX 3

QUALITY MATRIX

The Quality matrix is a spreadsheet located within the Domiciliary Care Folder of the S drive. It is the combination of the three elements that are the Monthly Monitoring Information, the Quality Questionnaire (QQ1), and the Annual Accreditation Report. The individual scores for each of these elements will have been collated and produced as described in the Sections 4, 6 and 8, and in Appendices 1 and 2 of this document. These scores are then placed onto the Quality Matrix. The scores achieved for each of the elements are then be weighted to produce the final Total Quality Score. The weighting is to be applied as follows;

Quality Questionnaire (QQ1)	10%
Monthly Monitoring Information	25%
Annual Accreditation Report	65%

The formula that is used to achieve each element's weighted score is as follows;

$$\frac{\text{Score Achieved}}{\text{Maximum Score}} \times \text{Percentage Weighting}$$

Example: **Provider A achieves a score of 3580 from a maximum of 4500 obtained from the Quality Questionnaires (QQ1). The weighted Quality Score for the provider's Questionnaire will be;**

$$\frac{3580}{4500} \times 10\% = 7.95$$

The formula will also be applied to Provider A's scores achieved for their Monthly Monitoring and Annual Accreditation Reports.

Monthly Monitoring	900	X	25%	= 22.5
	1000			
Annual Accreditation Report	210	X	65%	= 53.5
	255			

The three scores would then be placed on the Quality Matrix to give a Total Quality Score.

Provider	Monthly Monitoring Score	(QQ1) Score	Annual Accreditation Report Score	Monthly Monitoring Weighted Score	QQ1 Weighted Score	Accreditation Report Weighted Score	Total Weighted Quality Score
A	900	580	210	22.5	7.95	53.5	83.95

Contact: guy.pettengell@hertsc.gov.uk

Example of form used to inform referrer and provider of the outcome of a contract concern.

Contract Concern Closure / Feedback Form

This form is to be used to record closures of “Contracting Concerns” where appropriate, and to feedback to Providers and referrers about the outcome(s) of “Contracting Concerns”

Service User Name:	
Address:	
SWIFT No:	
Contracting Concern No:	
Provider Name:	
Received:	
Provider informed:	
Response by Provider:	
Outcome/Reason: 0-no fault found 1-fault short of contract breach 2-contract breach	
Closure by Contracts Team:	
Contract Assurance Officer:	
Filed:	
Notes:	

Copy to:

1. PROVIDER
2. FILE (if appropriate)
3. REFERRER (if appropriate)

Contact: Andy.Hare@rotherham.gov.uk

Example of form used to establish whether notifier is satisfied with the outcome of an investigation or response to a complaint.

COMMISSIONING AND CONTRACTING

Date: _____ Our Ref: _____

To: _____ Worksite: _____

Dear Colleague,

Contract Monitoring Form re: _____

Provider _____

Please find enclosed a copy of the response received in reply to the above complaint. Please return this form indicating your response within the next seven working days. (please tick or comment).

We will continue to monitor each situation via the ongoing monitoring process that is conducted within the Contracts Unit.

SATISFIED		
NOT SATISFIED		

Regards,
Name and contact details of staff

Contact: contractscommissioningenquiries@sheffield.gov.uk

West Midlands Contract Monitoring Officers' Group

Contract Monitoring staff for Adult Services from the fifteen authorities in the West Midlands meet three or four times a year. Such regional meetings offer a number of opportunities and benefits, including:

- A peer forum where front line monitoring staff can discuss matters of mutual interest and hear about policy and practice in other authorities.
- Sharing information (including documents) about developments in contract monitoring, responses to changes in legislations and policy (central government and/or local), responding to non-compliance, training needs and opportunities, and specific problems affecting contract monitoring.
- Problem solving, through sharing information, discussing common problem scenarios, having one off meetings to examine certain practice or issues in depth, or some members working outside the group on specific projects.

These meetings provide mutual support: sharing ensures staff are not reinventing the wheel, and may produce greater consistency of approach across different authorities. Such meetings also build networks, so workers (who are often alone or in very small teams) can develop contacts and sources of information, ideas and support outside their individual authority. Information about training needs and resources could lead to arranging training for contract monitoring staff on a regional or sub regional basis.

The model of regional meetings for contract managers, who may have overall responsibility for contract monitoring, is well established nationally. The West Midlands experience suggests that there are similar benefits for staff directly involved in contract monitoring. It is essential to have strong links between both regional groups, to maximise the potential of regional contact and avoid any duplication of activities.