

# **Wirral Clinical Commissioning Group Contract Management Policy**

**2017/19**

**Version 2.0**

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**Lead Director: Director of Commissioning**

**Lead Manager: Assistant Director, Performance and Delivery**

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# WIRRAL CLINICAL COMMISSIONING GROUP 2017/19 CONTRACT MANAGEMENT POLICY

## 1. INTRODUCTION

Wirral Clinical Commissioning Group (WCCG) is committed to improving the quality of services and outcomes for patients and securing value for money, through its contractual arrangements with its providers. The CCG aims to develop a contract management policy that adopts good practice, maximises financial and operational performance whilst minimising risk.

WCCG is responsible for commissioning the following services:

- Emergency and urgent care including ambulance services, NHS 111 and out of hours services for GP Practices that have opted out of General Medical Service (GMS) arrangements
- Community health services
- Maternity services
- Elective hospital care
- Rehabilitation services
- Older people's healthcare
- Healthcare services for children
- Healthcare services for people with mental health conditions
- Healthcare services for people with learning disabilities
- Continuing healthcare
- Termination services
- Wheelchair services
- End of Life Care
- Cancer
- Locally commissioned services.

The CCG has over 144 clinical contracts in 2017/19 with providers within the NHS, private sector, voluntary and third sector, including community pharmacies and GP practices who provide practice based services.

Increasingly, the CCG may take on additional commissioning and contracting responsibilities where budgets have been integrated across different statutory commissioning organisations and the CCG is the lead commissioning and/or contracting organisation on behalf of others.

## 2. AIM AND SCOPE OF THE POLICY

The contract management policy sets out principles for negotiating, managing and ensuring compliance with terms and conditions of the CCG's contracts. The policy provides guidance on the process for entering, documenting, reviewing and exiting contractual arrangements.

This 2017/19 Contract Management Policy will focus on the CCG's approach to:

- Contract duration
- Contract storage and database (electronic and paper)
- Contract register
- Contract management including contract review
- Contract signing
- Contract exit

## 3. DEFINITION

Contract life cycle management "is the process of systematically and efficiently managing contract creation, execution and analysis for maximising operational and financial performance and minimising risk"<sup>1</sup>

The CCG will use the National NHS Standard Contract for clinical services as a key lever for securing improvements in the quality and cost effectiveness of commissioned services.

The NHS Standard Contract eContract system 2017/19 should be used to generate a new contract. The eContract allows tailoring of the contract Particulars to reflect the specific service provided so that only the relevant schedules appear. The Service Conditions are also generated as a tailored version. The General Conditions remain the same across all service types.

<https://www.econtract.england.nhs.uk/Home/>

The NHS standard contract can be found on the NHS England website. The contract for the latest year along with previous year's contract templates are available to view. The technical guidance document is a useful document to support the populating of the contract Particulars:

<https://www.england.nhs.uk/wp-content/uploads/2016/11/7-contract-tech-guid.pdf>

A short form contract Particulars, Service Conditions and General Conditions has been published for 2017/19, intended for use for services with lower financial values. The shorter form contract may be used for commissioning the following types of services:

- Non inpatient mental health and learning disability services

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<sup>1</sup> The Chartered Institute of Purchasing and Supply

- Community services (including those provided by GP's, pharmacies, optometrists and voluntary sector bodies)
- End of life care services outside acute hospitals
- Care provided on a residential basis in care homes
- Non-inpatient diagnostic, screening and pathology services
- Patient transport services

<https://www.england.nhs.uk/wp-content/uploads/2016/11/9-shorter-form-user-guid.pdf>

When creating the contract, under the heading of Contract Details, the contract reference number will be issued by the Contract Management Team. Under the heading of Co-ordinating Commissioner, the CCG name should be typed as: NHS Wirral Clinical Commissioning Group.

#### 4. RELATED WIRRAL CLINICAL COMMISSIONING GROUP POLICIES

- Wirral CCG Procurement Policy 2017
- Wirral CCG Scheme of Reservation and Delegation
- Wirral CCG Information Sharing Policy
- Wirral CCG Commissioning Decision Policy
- Wirral CCG Confidentiality Code of Conduct

#### 5. GOVERNING PRINCIPLES

**Proportionality:** All CCG contracts will be managed in proportion to their value, clinical risk and available resources.

**Propriety:** All contracts will be managed in line with recognised good practice and the CCG's contract management policy.

#### 6. ROLES AND RESPONSIBILITIES

Contract Owners are responsible for ensuring full compliance with the CCG's Contract Management Policy, in some instances the Contract Owner will be the Contract Manager in other instances it will be the Commissioning Manager. Each contract will be assigned a Contract Owner, Contract Manager, Commissioning Manager, BI lead, Finance Lead and a Quality Lead who will form a '**Matrix**' team around the contract.

Below is an outline of the contract management roles and responsibilities:

Designation	Roles and responsibilities
Budget Holder	<ul style="list-style-type: none"> <li>• Agree final budget and contract value</li> <li>• Sign off invoices within time scale</li> <li>• Overview of under/over performance</li> <li>• Initiating contract investigation</li> </ul>
Commissioning Lead	<ul style="list-style-type: none"> <li>• Commissioners will be responsible for leading negotiation and ensuring the management and review of contracts on behalf of the CCG</li> <li>• Contract management of a portfolio of contracts where they are the identified Contract Owner</li> <li>• Escalating quality concerns to the Director of Quality and Patient Safety</li> <li>• Developing service specifications</li> <li>• Managing the de-commissioning process (as per CCG policy)</li> <li>• Has strategic overview of similar services</li> <li>• Support the development of QIPP schemes that increase quality and support the overall delivery of CCG financial targets; providing professional expertise into key performance issues and service development planning</li> <li>• May be the Budget Holder</li> <li>• May be the Contract Owner</li> </ul>

Contract Manager	<ul style="list-style-type: none"> <li>• Contract Managers will be responsible for negotiating, managing and reviewing contracts on behalf of the CCG</li> <li>• Drawing up of all contract schedules</li> <li>• Issuing and managing Contract Performance Notices</li> <li>• Coordination of contract variations and contract sign-off</li> <li>• Contract storage</li> <li>• Review and publication of the Contract Register on CCG website</li> <li>• Co-ordinate prioritisation of contracts due to expire and contract proposals for the new financial year from commissioners and align to the procurement pipeline</li> <li>• Ensure robust reporting requirements are included within all CCG managed contracts</li> <li>• Hold regular contract review meetings with providers to seek assurance on contract compliance where they are the contract owner</li> <li>• Escalate areas of quality concern to the Director of Quality and Patient Safety</li> <li>• Support the development of QIPP schemes that increase quality and support the overall delivery of CCG financial targets; providing professional expertise into key performance issues and service development planning</li> </ul>
Contract Owner	<ul style="list-style-type: none"> <li>• Person responsible for ensuring contract management (proactive and reactive) is carried out in line with the contract management policy for their own portfolio of contracts.</li> <li>• The Contract Owner will be supported by the 'matrix' contract team whose roles are outlined above.</li> <li>• 'Go to' person</li> </ul>
Contracts Administrator	<ul style="list-style-type: none"> <li>• Responsible for managing input and removal of information from contract database and electronic contract management system</li> <li>• Provision of administrative support to prepare standard contract documentation and support in the management of providers against the terms of their contract.</li> <li>• Provision of administrative support to the contract management and procurement teams and for defined key contracts</li> </ul>

<p>Quality Manager</p>	<ul style="list-style-type: none"> <li>• Ensure the NHS Standard Contract is the key lever for Commissioners to secure improvements in quality and cost-effectiveness with their providers</li> <li>• Negotiation, agreement and performance monitoring against requirements contained within the Quality Schedule and CQUINs with key/all providers.</li> <li>• Manage the negotiations and development of local CQUINs with lower value/risk providers.</li> <li>• Triangulate quality &amp; safety clinical and non-clinical intelligence with activity and finance intelligence to understand implications on patient care and patient safety and quality performance to ensure commissioning action is agreed and implemented to achieve optimum performance and the highest standards of patient safety, experience and clinical effectiveness;</li> <li>• Support the development of QIPP schemes that increase quality and support the overall delivery of CCG financial targets; providing professional expertise into key performance issues and service development planning.</li> </ul>
<p>Business Information (BI) Lead</p>	<ul style="list-style-type: none"> <li>• Receives data from providers</li> <li>• Manages safe data collection</li> <li>• Analyses and produces reports to support contract management, commissioning leads and budget holders</li> <li>• Undertakes 'deep dive' investigations</li> <li>• Compares and challenges performance changes</li> <li>• Shares information with the Contract Owner for contract management</li> </ul>

Finance Lead	<ul style="list-style-type: none"> <li>• Gathers, analyses and reconciles financial data</li> <li>• Produce variance analysis reports and highlight exceptions to Budget Holder/Contract Owner</li> <li>• Receives, co-ordinates and validates invoices</li> <li>• Produces financial reports and tables</li> <li>• Prepares annual contract value statements and local finance schedules</li> <li>• Prepares in-year and year end reconciliations</li> <li>• Challenges providers financial data within defined timescales (See Appendix E)</li> <li>• Calculates, monitors and reports on contract variations, sanctions and penalties</li> <li>• Appraises, monitors and reports on QIPP schemes</li> <li>• Shares information with the Contract Owner for contract management</li> </ul>
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## 7. CONTRACT DURATION

From 2017-19, unless otherwise agreed by Management Team and subject to funding availability, CCG contracts should be let for a minimum of 2 years.

There will be occasions when contracts will be needed on a short term basis such as for short pilots and non-recurrent investments.

Contract Managers and Commissioners should refer to NHS Standard Contract General Condition (GC13) for guidance on contract variations. Each year, National Contract Variations must be issued, as mandated by NHS England, to all Providers with existing NHS Standard Contracts to ensure the terms and conditions are brought in line with the requirements of the current year's NHS Standard Contract. Local Variations may also be proposed by a Commissioner or a Provider.

Further detailed guidance on the variation processes is available at:

<https://www.england.nhs.uk/wp-content/uploads/2016/12/1-guidnc-nat-variation-2017-19.pdf>

## 8. CONTRACT STORAGE

### 8.1. Electronic

Electronic copies of the CCG's contracts will be stored in S:\Gov-BodyContracts201718Contracts List.

## 8.2. Key Performance Indicators (KPIs)

KPIs reports/dashboards will be held centrally by the Contracts Team and will be regularly reviewed monthly (or as determined by the contract) by the contract 'Matrix' team.

## 9. CONTRACT REGISTER

The contract management team will ensure that the contracts database is maintained, reviewed and published on the CCG website on a quarterly basis.

## 10. CONTRACT MANGEMENT INCLUDING CONTRACT REVIEW

All contracts must be supported by documentation covering the contract period and will be signed and dated by both parties.

### 10.1. Contract Review

A Terms of Reference for the Contract Review Meeting (CRM) will include: contract team, criteria for managing poor performance, Use of GC9 and local escalation. Formal minutes or action logs need to be maintained for all contract review meetings held with the providers. In addition, if the meetings are not held in accordance with the timescale stated within the contract, then this should be formally documented including a clear rationale.

The contract review meetings for greater value/complexity contracts will follow the structure below:

Meeting	Remit
Strategic Contract Development Group (WUTH only)	<ul style="list-style-type: none"><li>• Strategic planning- forthcoming years</li><li>• Key decision making</li><li>• High level performance and escalation incl. contract levers</li><li>• Agree contract variations (exceptions)</li><li>• Risk register</li><li>• Matters of escalation not resolved from other committees</li></ul>
Contract Review Meeting (this meeting combines contract, finance, activity, performance and quality (except for WUTH which has a separate quality meeting))	<ul style="list-style-type: none"><li>• Overall contract management of quality, finance and performance of the contract</li><li>• Issue resolution/initial escalation</li><li>• Agree variances</li></ul>

Quality Review Meeting (WUTH only)	<ul style="list-style-type: none"> <li>• Performance against requirements in quality schedule and CQUINs</li> <li>• Quality compliance</li> <li>• Patient safety assurance and exception reporting</li> <li>• Quality improvements</li> <li>• Quality &amp; safety risks</li> <li>• Safe staffing</li> <li>• Safeguarding</li> <li>• Performance against constitutional standards affecting the quality and safety of patients (MSA/HCAI)</li> </ul>
Contract Operational Group (WUTH, WCT and CWP only due to complexity/value)	<ul style="list-style-type: none"> <li>• Business rules</li> <li>• Processes</li> <li>• reconciliation</li> </ul>

There must be clear arrangements in place for regularly monitoring contracts and this is further supported by evidence of performance meetings and follows up of agreed actions.

The contract review process and frequency depends on the size of the contract and level of financial and clinical risk involved. All **Key** high value and/or high risk contracts (see table below) will be fully contract managed by the contract management team (who will be the Contract Owner) as well as all contracts where Wirral CCG is a co-commissioner and are high value/risk. The Contract Owner assignment and frequency of contract review will be dependent upon and proportionate to the level of value/risk. See **Contracts List** for how this has been applied to Wirral CCG contracts.

#### WIRRAL CCG KEY CONTRACTS

ORGANISATION	APPROX CONTRACT VALUE
Wirral University Teaching Hospital NHS Foundation Trust	233,022,798
Wirral Community NHS Foundation Trust	43,836,808
Cheshire & Wirral Partnership NHS Foundation Trust	33,326,597
North West Ambulance Service	12,174,208
Royal Liverpool & Broadgreen University Hospitals NHS Trust	7,184,873
Spire - Murrayfield	6,297,264
Countess of Chester NHS Foundation Trust	4,708,107
Liverpool Womens NHS Foundation Trust	2,660,949
Aintree University Hospitals NHS Foundation Trust	2,582,902
South Staffordshire and Shropshire Healthcare NHS Foundation	2,560,051
Peninsula	1,903,651
Alder Hey Childrens NHS Foundation Trust	1,890,415
Spa Medica	1,421,155
West Midlands Ambulance Service	1,333,242
Liverpool Heart & Chest NHS Foundation Trust	1,252,679
Walton Centre NHS FT	1,134,856
One to One Midwifery	815,990

As a guide, the CCG would expect contracts over £1m to be subjected to either monthly, six-weekly or bi-monthly contract review and a greater level of scrutiny. A minimum of quarterly contract review meetings will apply to contracts less than £1m and more than £150k. Twice yearly contract review meetings will apply to contracts under £150k. The exceptions to the twice yearly arrangement would include, third sector contracts (which are subject to an annual contract review), short term pilots and low value contracts with high clinical risk which may require more frequent contract review meetings.

The contract review process is set out in the NHS Standard Contract General Conditions (GC8 Review):

<https://www.england.nhs.uk/wp-content/uploads/2016/11/3-general-conditions-fl-v2.pdf>

Commissioners and providers should identify those areas which require review, taking into account the reporting requirements set out in the quality and information schedules.

Clinical Leads and Commissioning Managers will determine representation at contract monitoring meetings.

Review Meetings will focus on the following as necessary or appropriate:

- Relationship management
- all service quality performance reports issued since the service commencement date or the last review meeting (as appropriate);
- performance of the parties under this contract;
- performance of the provider under the provider plans;
- levels of activity, referrals and utilisation under this contract.
- Finance
- Review of KPIs and standards

An agenda template for contract review meetings is included in Appendix A.

Following each review meeting, the Commissioner and the Provider must sign a review record recording (without limitation) all the matters raised during the review, actions taken, agreements reached, disputes referred to dispute resolution, and any variations agreed.

If any dispute which has arisen during the review is not shown in the review record or is not referred to dispute resolution within 10 operational days after signature of that review record, it will be deemed withdrawn.

Either party may call an emergency review meeting at any time.

The review process will be used to agree any amendments for each contract year.

## Quality, Performance and Safety Concerns

Information regarding Quality and performance and safety concerns comes from a number of sources including regulators, complaints, and serious incidents.

These can be categorised as:

**Level 1** Isolated/manageable Low level concern

**Level 2** Persistent Low/medium Level concerns

**Level 3** Serious/High Concern

**Level 4** Persistent Serious/High or Significant Concerns

These are described in the Quality Concerns Trigger Tool (Appendix C) which describes the process routine quality monitoring and enhanced quality assurance in the event of quality concerns. All providers triggering an enhanced surveillance level must be escalated by the Contract Owner to the Director of Quality and Patient Safety for discussion and decision at the Cheshire and Merseyside Quality Surveillance Group. This is to ensure consistency across the area and co-commissioners are aware of the issues.

Once enhanced surveillance has been agreed by commissioner and regulators, providers **MUST** be informed of this decision and an enhanced monitoring programme should be put in place.

NB; large providers can be in enhanced surveillance for an aspect of their service rather than the organisation e.g. WUTH can be in enhanced surveillance for HCAI only.

Any material\* financial or activity over performance issues that result in financial over performance for two consecutive months must be escalated by the Budget Holder to the Contract Owner and to the Activity Management Group (AMG) for deep dive by the matrix contract team and contractual action where appropriate. \*Materiality is defined as >2% activity and >£50k (Culm YTD) (materiality condition will be reviewed after quarter 1 to ensure fit for purpose). See Appendix B and D.

Where Key performance indicators have been failed for two consecutive months the provider will be informed that a third failure of the Key performance indicator may result in a Contract Performance Notice being issued (see Appendix B)

The Contract Owner may issue a formal contract performance notice to Providers which may lead to a joint investigation or remedial action plan. The first point of escalation for performance issues is Director of Commissioning/ Any CCG Director and for quality issues (including constitutional standards) is Director of Quality and Patient Safety/Any other CCG Director.

NHS Standard Contract General Conditions provide detailed guidance on contract performance notice and dispute resolution (see Appendix B).

## **Business Intelligence/Finance Challenge Process**

The finance team receive monthly contract monitoring data from each Provider and will complete a number of validation processes. See appendix E for a complete list.

Following on from the validation process, if there are data challenges they will be raised in accordance with the national SUS+ R17 Submission Timetable [Payment by Results Guidance - NHS Digital](#) and sent directly to the provider for them to investigate (usually via email). Any challenges that the Provider rejects are then considered by the Finance Team, who either close or re-challenge with additional information.

The Finance Team raises a monthly challenge letter to the Provider regarding any outstanding challenges, any penalties applicable to national standards, correct provision of all contractual information and adherence to the local metrics. The Finance Team works with the Provider to reconcile these challenges in order to produce an accurate financial statement for each month.

Any issues that cannot be resolved through this process would be taken through the contractual dispute process, escalation, mediation and then onto arbitration.

All proposals to withhold payment to Providers following a contract performance notice in relation to invoice validation must be escalated to the Chief Finance Officer or another Director of the CCG to agree next steps.

## **10.2. Contract Compliance Audit Programme**

Wirral CCG Commissioners are required to incorporate contract compliance audits into the annual contracting monitoring process, in line with NHS standard contract (GC15 Governance, Transaction Records and Audit). The Provider must comply with all reasonable written requests made by any relevant Regulatory or Supervisory Body (or its authorised representatives), the National Audit Office, the Audit Commission or its appointed auditors, or any Authorised Person for entry to the Provider's Premises and/or the Services Environment and/or the premises of any Sub-Contractor for the purposes of auditing, viewing, observing or inspecting those premises and/or the provision of the Services, and for information relating to the provision of the services.

The Contract Manager will work with the Contract Owner, Quality Manager and Commissioning Manager and lead will the develop of the annual contract compliance audit programmes.

## **11. CONTRACT TERMINATION**

The NHS Standard Contract General Conditions (GC17) provides detailed guidance on contract termination.

## **12. CONTRACT SIGNING**

The contract creates legally binding agreements between NHS Commissioners and Foundation Trusts, Independent sector, voluntary sector and social enterprise providers. Agreement between commissioners and NHS Trusts are NHS contracts as set out in section 9

of the National Health Service Act 2006. NHS Trusts will use exactly the same contract and it should be treated with the same degree of rigour and seriousness as if the agreements are legally binding.

Contract signing will need to be in line with Wirral CCG Scheme of Reservation and Delegation.

All contracts must be signed by the CCG and provider in advance of the service commencement date.

If a group of commissioners wish to enter into a contract with a provider, each commissioner must sign the contract. The contracts must be signed physically in hard copy form by each party. Hard copy signatures can be physically returned to the co-ordinating commissioner by post or be scanned and returned by email. The co-ordinating commissioner should maintain a record of all contract signatures and provide copies to other commissioners for audit purposes.

Each party must ensure that the contract is signed by an officer with the appropriate delegated authority.

### 13. CONTRACT EXIT

The service review process will follow the Commissioning Decision Policy and should **conclude** with recommendations at **least nine months** before the end of the existing contract. Where a commissioner is evaluating options upon termination or expiry of an existing contract, the decision-making process and key factors to be considered will be broadly similar to scenarios where the commissioner is seeking to secure new service models or significant additional capacity. The main difference is that the commissioner is considering options and making decisions in relation to existing services.

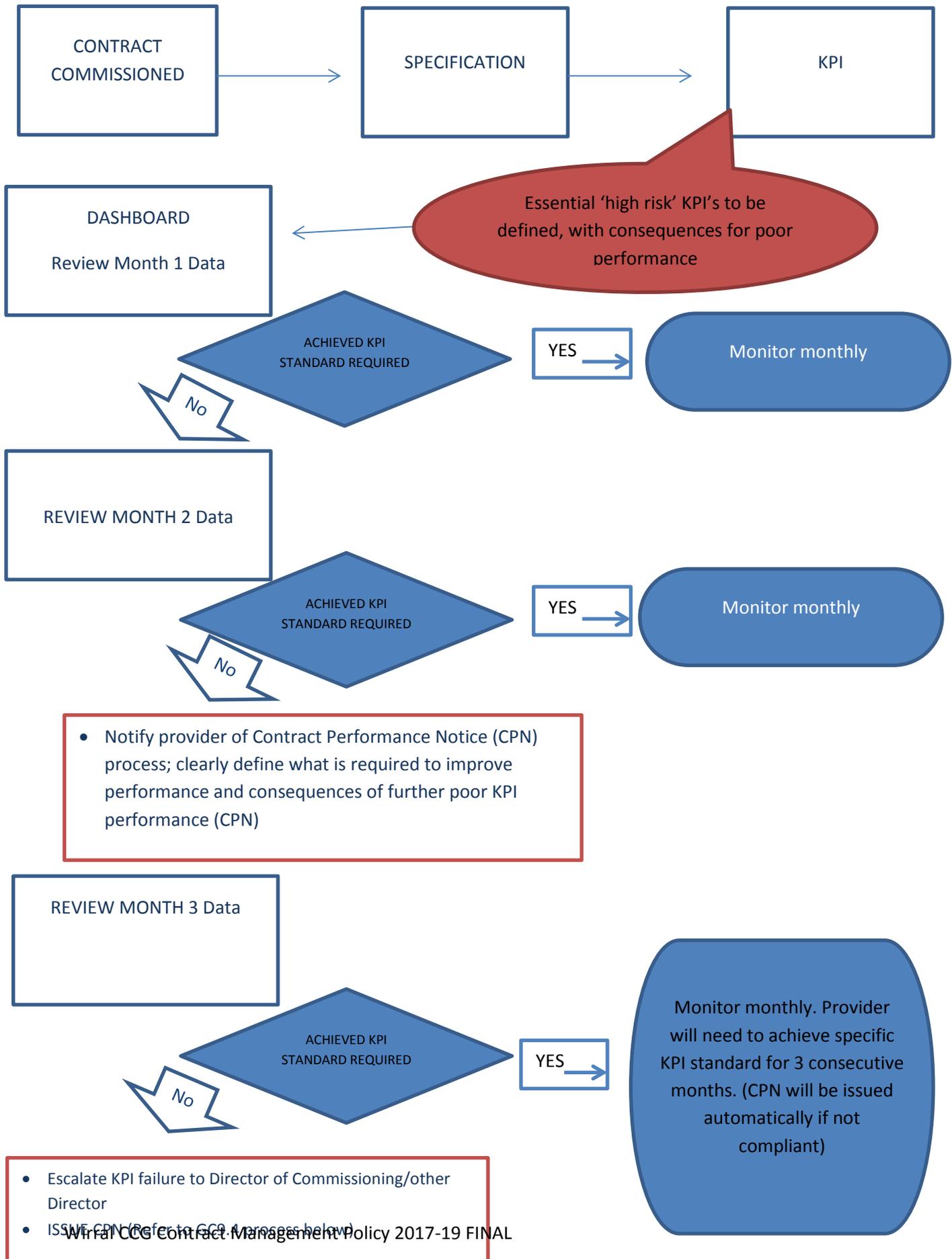
Contracts can be extended provided the following conditions are met:

- only where competitively tendered
- only as advised in tender documents
- Extension period < 2 years
- Exercisable once only
- By notice > 6 months before expiry date

**APPENDIX A: AGENDA TEMPLATE FOR WIRRAL CCG CONTRACT REVIEW MEETINGS**

<b>Welcome and Introductions</b>	Chair
<b>Declaration of Interests</b>	All
<b>Matters Arising from the previous Contract Review Meeting</b>	All
<b>Provider update on Service Delivery</b>	Provider
<b>Update on Service Quality Performance Reports</b>	Provider
<b>Activity and Finance</b>	All
<b>Contract Risks and Issues (items for including on the risk register)</b>	All
<b>Information Governance</b>	Provider
<b>Service Improvement Plan (if relevant)</b>	All
<b>Data Improvement Plan (if relevant)</b>	All
<b>Any Other Business</b>	All
<b>Date of Next Meeting</b>	

## Appendix B CONTRACT MANAGEMENT PROCESS PERFORMANCE ISSUES



## **Contract management process lifted from the NHS Standard Contract 2017 2018**

**45.6** The stages of the contract management process are set out in the flowchart below, but we have also clarified some points below about the way in which the process is intended to work.

### **Informal queries and Contract Performance Notices:**

**45.7** Factual queries to aid understanding should normally be handled informally between the parties or, if necessary, more formally under SC28. By contrast, the formal Contract Management process is initiated through a Contract Performance

Notice when either party has a clear understanding that the other has, or may have, breached a contractual obligation.

### **Joint Investigations:**

**45.8** Where a Contract Performance Notice has been discussed and is not withdrawn, the default position is that a Remedial Action Plan (RAP) is agreed (and/or, if the safety of patients, staff or the public is at risk, an Immediate Action Plan is implemented). However, where there is disagreement between the parties about whether either form of action plan is required, they must undertake a Joint Investigation (to be completed within two months).

### **Exception Reports:**

**45.9** GC9 makes provision for the issue of an Exception Report where a party has breached the requirements of a RAP. Exception Reports offer the opportunity for the injured party to set out formally, to the highest management tier within the other party, the contractual requirement which has been breached and the remedial action which is urgently required.

**45.10** GC9 gives the co-ordinating commissioner the power to withhold funding following the issue of an Exception Report – see 45.12 below.

### **Remedial Actions Plans and financial consequences:**

**45.11** A RAP may set out both actions to be undertaken and improvements to be achieved and maintained, with the RAP setting out required timescales for each.

**45.12** Clearly, the intention of a RAP is that it leads to remedy of the contractual obligation that has been breached. But the Contract sets out provisions which apply where this is not the outcome.

By agreement, a RAP may include reasonable and proportionate financial consequences (on either the provider or the commissioners) which are to be applied where the actions / outcomes set out in the RAP are not undertaken / achieved as the RAP requires. Where this is the case, these financial consequences may be applied immediately the breach of the RAP is clear. No Exception Report is required in order for these financial consequences to be exercised.

Alternatively, where no immediate financial consequences are agreed as part of the RAP itself and where the provider breaches the RAP, the co-ordinating commissioner has the opportunity under GC9 to issue an Exception Report.

The co-ordinating commissioner may at this point withhold funding (“a reasonable and proportionate sum of up to 2% of the Annual Monthly Value” in respect of each action not completed or improvement not met, “subject to a maximum monthly withholding in relation to each Remedial Action Plan of 10% of the Actual Monthly Value”). Following issue of the Exception Report, the Contract then allows the provider a further 20 Operational Days to resolve the breach of the RAP, following which the co-ordinating commissioner may permanently retain, at its discretion, the sums it has previously withheld.

**45.13** The intention of these revised provisions is a) to emphasise that financial consequences should be reasonable and proportionate and b) to create a greater incentive for specific, appropriate financial consequences to be agreed between the parties as part of RAPs, rather than encouraging reliance on the broader provisions for withholding of up to 2% of Annual Monthly Value.

### **GC9 and breaches of Quality Requirements:**

**45.14** Where the provider breaches the national quality standards set out in Schedules

4A and 4B, the commissioner must automatically apply the relevant financial sanctions; sanctions may also be agreed and applied in relation to Local Quality Requirements in Schedule 4C. There is no requirement for the commissioner to go through the process in GC9 in order to apply these sanctions (see GC9.1).

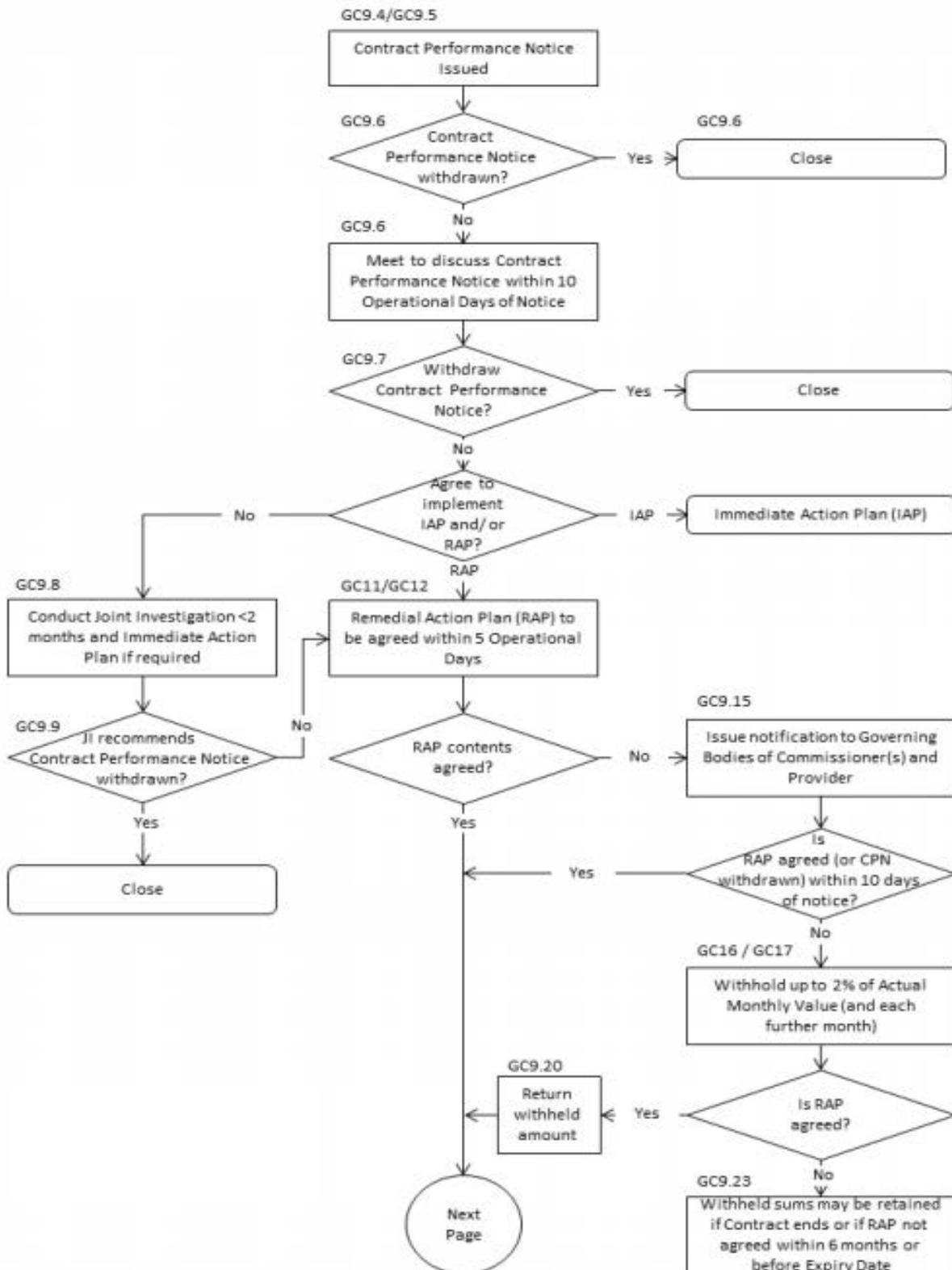
**45.15** It is also important to stress that application of the sanctions set out in Schedules 4A, B and C does not remove the commissioner’s right to use GC9 to seek remedy of breaches of Quality Requirements. It will often be appropriate for a RAP to be agreed to put right breaches of Quality Requirements, and commissioners may use the provisions of GC9 to apply further financial consequences for breach.

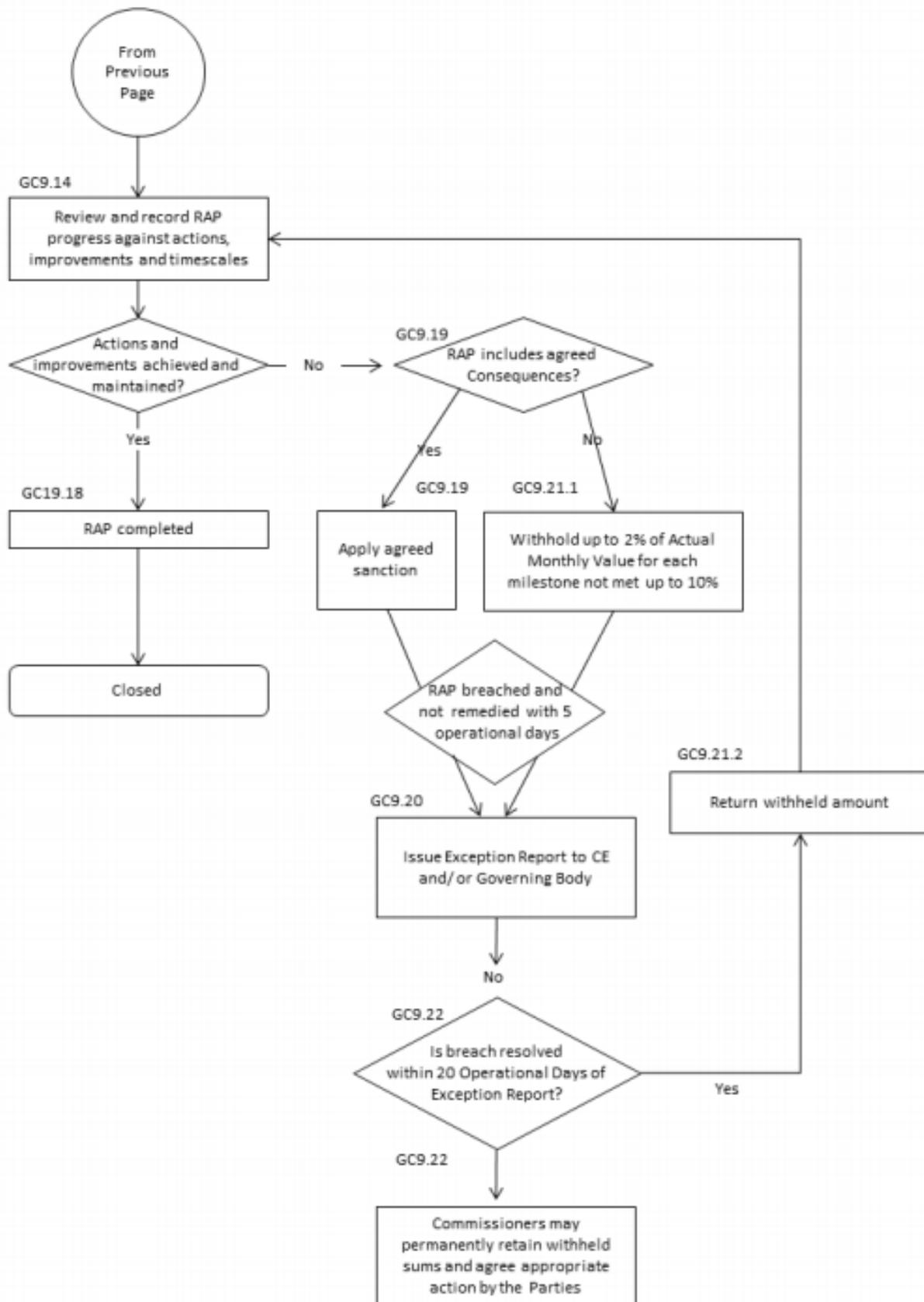
### **Breach of new national requirements in the Contract**

**45.16** The annual update of the NHS Standard Contract typically introduces a range of new policy requirements. Not all providers will be in a position to comply fully with all such requirements from the first day on which the new Contract takes effect.

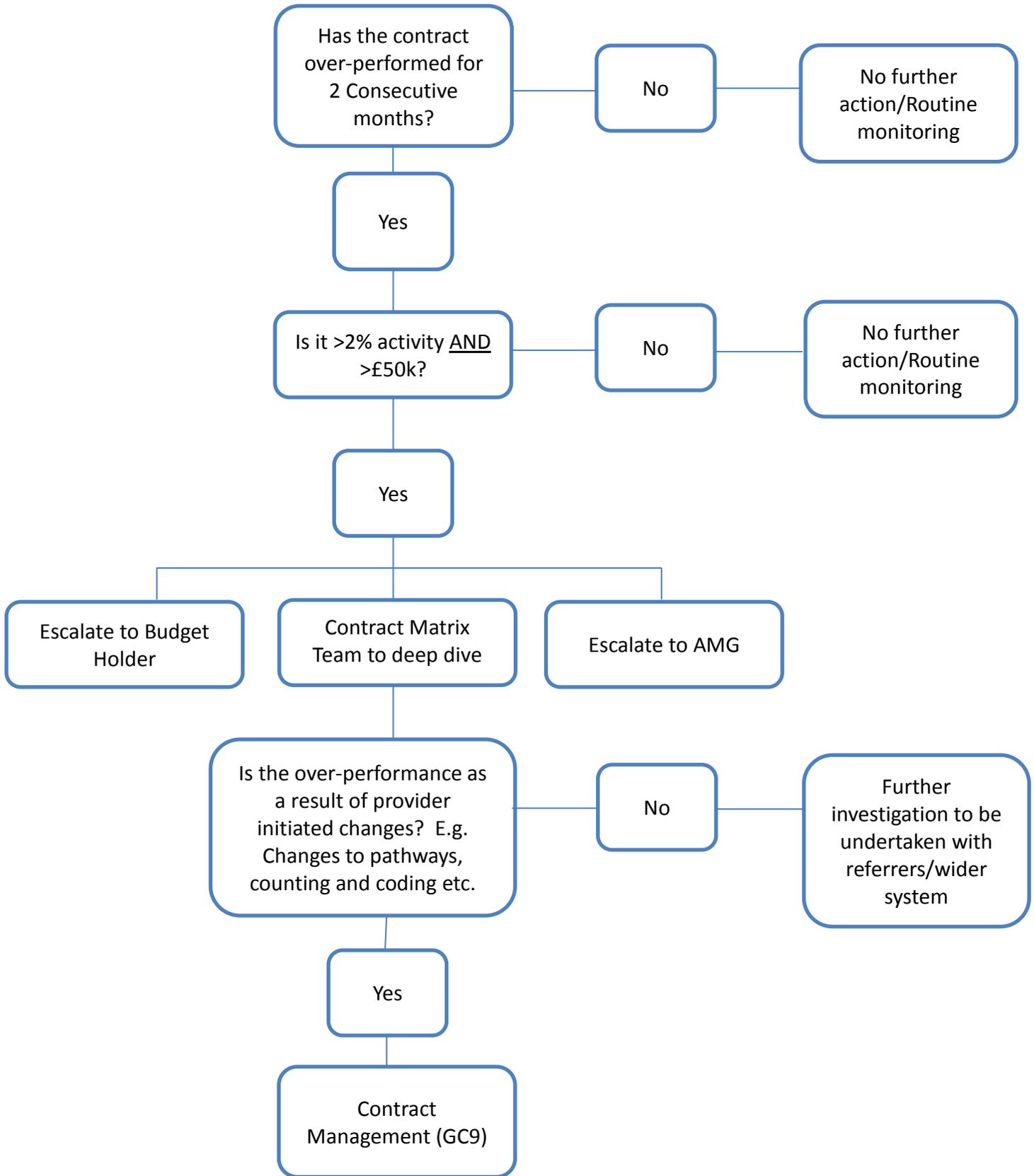
Where this is the case, commissioner and provider should discuss a prompt, but realistic, timescale for implementation, with this recorded in the local contract as a Remedial Action Plan or Service Development and Improvement Plan if required.

## GC9 (full-length Contract) – contract management



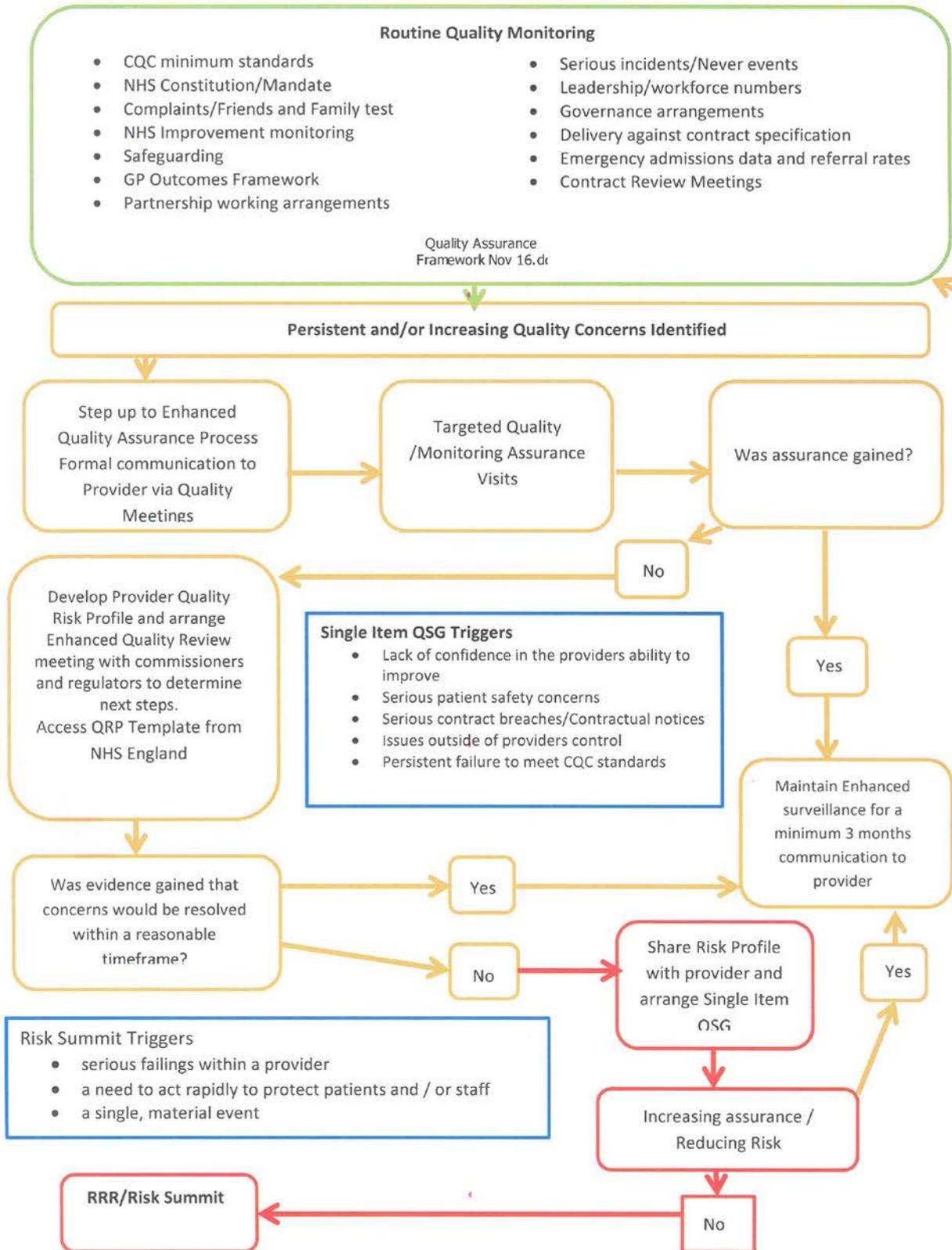


Appendix B – Contract Management: Financial and Activity Over Performance

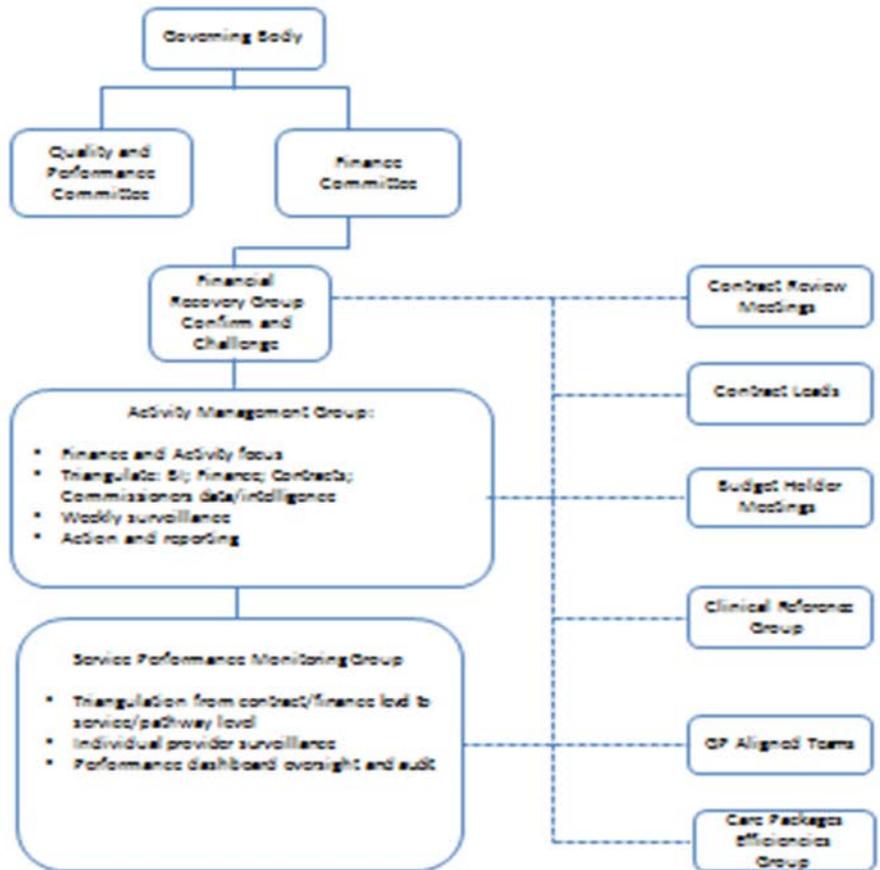


# Appendix C QUALITY ISSUES

## Quality Concerns Trigger Tool November 2016



## Appendix D Financial Recovery



## Appendix E Finance Validation Processes

The Finance Team receive 4 different types of contract data to validate:

1. PbR Data (National Tariff)
2. Non-PbR Data (Local Tariff/Block)
3. Sanctions/Penalties
4. PLCP

Each of these datasets has a range of validations completed, please see below a list of each:

### PbR

- POD Level, by month – tracks activity/finance movements
- SPEC Level, by month – tracks activity/finance movements
- HRG Level, by month – tracks activity/finance movements
- Clinical Level – ensures that only PbR clinics are being included and sense checks clinic type to POD i.e. a FUP clinic isn't being charged in a FA POD
- U Codes – checks the level of codes per month and financial estimation, sense checks u-code average rate compared to POD Average rate and ensures frozen u-codes are zero costed
- Zero Tariff – ensures that the HRG's that should have zero cost haven't got any financial value in them
- SPEC 140,147,217 – Activity under these specialties are not commissioned by the CCG, ensures that we are not being incorrectly charged
- Movement Analysis, by month – tracks the differences between the same month's data in the previous and current month's datasets. Shows any missing activity and movements between flex and freeze data

### Non-PbR

- POD Level, by month – tracks activity/finance movements
- Block Contract – Ensures block payments are the same each month
- Local Tariff – Ensures correct tariffs are being charged
- Service Line – tracks any movements in descriptions
- Critical Care – validates patient by NHS number
- PBR Excluded Drugs – Validates usage in line with national list
- Movement Analysis, by month – tracks the differences between the same month's data in the previous and current month's datasets. Shows any missing activity and movements between flex and freeze data

## **Sanctions/Penalties**

- Re-admissions
- Outpatients F/UP Cap
- NEL Threshold
- AAU Adjustment
- MRSA
- VTE
- Never Events
- Single Accommodation Breaches
- Clostridium Difficile
- RTT
- A&E 4 Hour Wait
- Diagnostic Waits < 6 weeks
- Ambulance Penalty

Each of these sanctions are calculated by the CCG and the Provider and then reconciled.

## **PLCP (Procedures of Limited Clinical Priority)**

The Business Intelligence Team runs the contract monitoring data through the PLCP tool to identify any activity that falls under this category.

The data output from this process is then shared with the Finance Team, they will collate into a summary and send this data to each provider to be queried, following the SUS submission timetable.