

Suggested areas on which assurance should be provided to the Townlands Stakeholder Reference Group

April 20161.0 Introduction

At the meeting of the Townlands Stakeholder Reference Group (TSRG) held on 7th March 2016, Gareth Kenworthy, Director Of Finance at Oxfordshire Clinical Commissioning Group (CCG), outlined the three categories of services that will be provided at Townlands and commissioned by the CCG. These comprise of:

- those that have been 'lifted and shifted' from the previous facility,
- an expanded range of current services at the new site
- the Rapid Access Care Unit (RACU) new service.

It was explained that there are formal contract mechanisms already in place for monitoring all services commissioned by OCCG (see Appendix 1). Attention was drawn particularly to the NHS Standard Contract, mandated for use by all NHS organisations, which contains General Condition 8 and 9 (see Appendix 2) outlining in detail service review and contract management respectively.

Whilst the TSRG should expect to receive assurances that services provided at Townlands are working effectively, it is important to be clear that there should be no duplication of any formal monitoring mechanisms already in place, nor take up of accountabilities clearly held by existing statutory bodies for formal monitoring (namely Oxfordshire CCG, Oxfordshire County Council, Royal Berkshire Foundation Trust, Oxford Health Foundation Trust).

In this context, it was proposed that Lorraine Hillier and Vivienne Laurie from the TSRG meet with Emma Torevell and Sarah Adair, from the CCG, to identify those key areas on which the group would like to receive assurance, so that consideration could then be given to agreeing the most effective way to provide this information (See minutes TSRG 7.3.16 item 3).

The following paper therefore details the output from this meeting, outlining suggested topics areas, proposed frequency of assurance, and potential timelines.

2.0 Suggested Areas for Assurance

The following table summarises the suggested topics areas on which assurance would be welcomed, the proposed frequency of assurance, and a potential timeline for reports to be received. This information is provided as a 'straw man' for discussion with, and comment by, all TSRG members.

Topic Area	Assurance required	Frequency	Start/Timeline	Input required by	Comment	Lead organisation
Urgent Care	That any requirement to divert patient activity from MIU and radiology due to mobilisation issues has reduced or ceased	One off	July meeting	Royal Berkshire Foundation Trust(RBFT)/Oxford Health Foundation Trust (OHFT)	This is related to early IT issues which impacted on the radiology service & resulted in some patients being diverted from MIU and Radiology	RBFT
Outpatients	That there is evidence that the number and variety of outpatient clinics provided at the new Townlands Hospital is increasing from that provided locally, prior to opening	6 months post opening	Sept meeting	RBFT OHFT	Information on current outpatient waiting times at Townlands should also be included for information, to include comparison to RBFT.	RBFT
Complaints/ accolades	That there is a good understanding of any trends in patient complaints and/or accolades relating to services provided at Townlands, and that this information is being used to refine service provision where appropriate.	Quarterly	From August meeting (for current service, & RACU/OSJ beds as they come on stream	RBFT OHFT OSJCT/ Oxfordshire County Council(OCC) OCCG	<i>To cover</i> <ul style="list-style-type: none"> <i>Townlands Hospital services</i> <i>OSJ commissioned beds</i> <i>ILT/Re-ablement/soc care where they interface with the new care model</i> 	OCCG
RACU Mobilisation	That mobilisation of the new service is being enacted as soon as possible,	Monthly	Monthly updates	RBFT OHFT OCCG	To include assurance that an options appraisal has been undertaken should there be difficulties recruiting to the RACU consultant level medical lead.	OHFT
RACU patient experience	That patient experience and satisfaction with the new RACU service and inpatient stays is reviewed following mobilisation, and feedback used to	Detailed one off report*. 'Business as usual' monitoring	4-5** months from start of new RACU service /opening of beds at the new OSJCT Chiltern Court Care Centre.	RBFT OHFT OSJCT/OCC	*Healthwatch approached to undertake Patient Experience interviews to inform this report. Final decision tbc. **The agreed timeline will also depend on the agreed sample size to be used.	OHFT

	inform/refine the service model as appropriate.	via existing statutory mechanisms thereafter.				
Social care	That capacity available in the community to support both the health and social care needs of patients seen in RACU is sufficient	Quarterly	From start of new RACU service	OHFT OCC		OCC
Bed usage	That purchased bed capacity is meeting local needs, as demonstrated by an analysis of bed utilisation	Quarterly	From opening of opening of beds at the new OSJCT Chiltern Court Care Centre.	OHFT OSJCH OCC OCCG	To include evidence of numbers of patients having to be diverted elsewhere for beds (unless dictated by clinical need). To include information on location of these spot purchased beds/information on when no beds were available &/or alternative arrangements made.	OCC

Note: The named lead organisation is expected to take responsibility to identify a lead author, and to co-ordinate with other parties as required to collate the required report and present it to the TSRG.

3.0 Next steps

This paper is for discussion and comment by TSRG members.

Author Emma Torevell Date 23.5.16

Services commissioned by Oxfordshire CCG at Townlands Hospital, to which General Condition 8 and 9 (see Appendix 2) apply:

From RBFT:

- Radiology
- Outpatients

From OHFT:

- Minor Injuries Service
- GP Out of Hours Service
- Speech & Language Therapy (adults & children services)
- Health visiting
- Podiatry
- Musculo-Skeletal physiotherapy
- Rapid Access Care Unit

From OHFT & Oxfordshire County Council:-

Integrated locality Teams including:

- District Nursing, Community Therapy, Social work
- In reach: ILT clinicians, Nutrition & Dietetics, End of Life community matrons, Older adults mental health practitioners

GC8 Review

- 8.1 At the intervals set out in the Particulars, the Co-ordinating Commissioner and the Provider must hold Review Meetings to review and discuss as necessary or appropriate:
- 8.2
- 8.1.1 all Service Quality Performance Reports issued since the Service Commencement Date or the last Review Meeting (as appropriate);
 - 8.1.2 performance of the Parties under this Contract;
 - 8.1.3 performance of the Provider under any Data Quality Improvement plan (DQIP), Service Delivery Improvement Plan (SDIP), Remedial Action Plan or other Provider plan in place under or in connection with this Contract;
 - 8.1.4 levels of Activity, Referrals and Utilisation under this Contract;
 - 8.1.5 any Variation (including any National Variation) proposed in relation to this Contract;
 - 8.1.6 the Prices; and
 - 8.1.7 any other matters that either considers necessary in relation to this Contract.
- 8.3 Following each Review Meeting the Co-ordinating Commissioner must prepare and both the Co-ordinating 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.
- 8.4 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.
- 8.5 Notwithstanding GC8.1, if either the Co-ordinating Commissioner or the Provider:
- 8.4.1 reasonably considers that a circumstance constitutes an emergency or otherwise requires immediate resolution; or
 - 8.4.2 considers that a Joint Investigation report requires consideration sooner than the next scheduled Review Meeting,
- that Party may by notice require that a Review Meeting be held as soon as practicable and in any event within 5 Operational Days following that notice.

GC9 Contract Management

- 9.1 If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality Requirement and the Provider fails to meet the Quality Requirement, the Co-ordinating Commissioner will be entitled to exercise the agreed consequence immediately and without issuing a Contract Performance Notice, irrespective of any other rights the Co-ordinating Commissioner may have under this GC9.
- 9.2 The provisions of this GC9 do not affect any other rights and obligations the Parties may have under this Contract.
- 9.3 GC9.16, 9.20, 9.21, 9.22 and 9.24 will not apply if the Provider's failure to agree or comply with a Remedial Action Plan (as the case may be) is as a result of an act or omission or the unreasonableness of the Co-ordinating Commissioner or the relevant Commissioner.
- Contract Performance Notice**
- 9.4 If the Co-ordinating Commissioner believes that the Provider has failed or is failing to comply with any obligation on its part under this Contract it may issue a Contract Performance Notice to the Provider.

9.5 If the Provider believes that any Commissioner has failed or is failing to comply with any obligation on its part under this Contract it may issue a Contract Performance Notice to the Co-ordinating Commissioner.

Contract Management Meeting

9.6 Unless the Contract Performance Notice has been withdrawn, the Co-ordinating Commissioner and the Provider must meet to discuss the Contract Performance Notice and any related issues within 10 Operational Days following the date of the Contract Performance Notice.

9.7 At the Contract Management Meeting the Co-ordinating Commissioner and the Provider must agree either:

9.7.1 that the Contract Performance Notice is withdrawn; or

9.7.2 to implement an appropriate Immediate Action Plan and/or Remedial Action Plan.

If the Co-ordinating Commissioner and the Provider cannot agree on either course of action, they must undertake a Joint Investigation.

Joint Investigation

9.8 If a Joint Investigation is to be undertaken:

9.8.1 the Co-ordinating Commissioner and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than 2 months) and the appropriate clinical and/or non-clinical representatives from each relevant Party to participate in the Joint Investigation; and

9.8.2 the Co-ordinating Commissioner and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

9.9 On completion of a Joint Investigation, the Co-ordinating Commissioner and the Provider must produce and agree a JI Report. The JI Report must include a recommendation to be considered at the next Review Meeting that either:

9.9.1 the Contract Performance Notice be withdrawn; or

9.9.2 a Remedial Action Plan be agreed and implemented.

9.10 Either the Co-ordinating Commissioner or the Provider may require a Review Meeting to be held at short notice in accordance with GC8.4 to consider a JI Report.

Remedial Action Plan

9.11 If a Remedial Action Plan is to be implemented, the Co-ordinating Commissioner and the Provider must agree the contents of the Remedial Action Plan within:

9.11.1 5 Operational Days following the Contract Management Meeting; or

9.11.2 5 Operational Days following the Review Meeting in the case of a Remedial Action Plan recommended under GC9.9.
as appropriate.

9.12 The Remedial Action Plan must set out:

9.12.1 actions required and which Party is responsible for completion of each action to remedy the failure in question and the date by which each action must be completed;

9.12.2 the improvements in outcomes and/or other key indicators required, the date by which each improvement must be achieved and for how long it must be maintained;

9.12.3 any agreed reasonable and proportionate financial sanctions or other consequences for any Party for failing to complete any agreed action and/or to achieve and maintain any agreed improvement (any financial sanctions applying to the Provider not to exceed in aggregate 10% of the Actual Monthly Value in any month in respect of any Remedial Action Plan).

If a Remedial Action Plan is agreed during the final Contract Year, that Remedial Action Plan may specify a date by which an action is to be completed or an improvement is to be achieved or a period for which an improvement is to be maintained falling or extending after the Expiry Date, with a view to that Remedial Action

Plan being incorporated in an SDIP under a subsequent contract between one or more of the Commissioners and the Provider for delivery of services the same or substantially the same as the Services.

- 9.13 The Provider and each relevant Commissioner must implement the actions and achieve and maintain the improvements applicable to it within the timescales set out in, and otherwise in accordance with, the Remedial Action Plan.
- 9.14 The Co-ordinating Commissioner and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Co-ordinating Commissioner and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

Withholding Payment for Failure to Agree Remedial Action Plan

- 9.15 If:
- 9.15.1 either Co-ordinating Commissioner or the Provider fails to attend a Contract Management Meeting within 20 Operational Days following the date of the Contract Performance Notice to which it relates; or
- 9.15.2 the Co-ordinating Commissioner and the Provider have not agreed a Remedial Action Plan within the relevant period specified in GC9.11, then, unless the Contract Performance Notice has been withdrawn, they must immediately and jointly notify the Governing Body of both the Provider and the relevant Commissioners accordingly.
- 9.16 If, 10 Operational Days after notifying the Governing Bodies, the Co-ordinating Commissioner and the Provider still cannot agree a Remedial Action Plan due to any unreasonableness or failure to engage on the part of the Provider, the Co-ordinating Commissioner may recommend the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), up to 2% of the Actual Monthly Value for each further month a Remedial Action Plan is not agreed.
- 9.17 The Commissioners or the Co-ordinating Commissioner (as appropriate) must pay the Provider any sums withheld under GC9.16 within 10 Operational Days of receiving the Provider's agreement to a Remedial Action Plan. Unless GC9.23 applies, those sums are to be paid without Interest.

Implementation and Breach of Remedial Action Plan

- 9.18 If, following implementation of a Remedial Action Plan, the agreed actions have been completed and the agreed improvements achieved and maintained, it must be noted in the next Review that the Remedial Action Plan has been completed.
- 9.19 If either the Provider or any Commissioner fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan, then the Co-ordinating Commissioner or the Provider (as appropriate) may, at its discretion, apply any financial or other sanction agreed in relation to that failure.

Exception Report

- 9.20 If a Party fails to complete an action required of it, or to deliver or maintain the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan and does not remedy that failure within 5 Operational Days following its occurrence, the Provider or the Co-ordinating Commissioner (as the case may be) may issue an Exception Report:
- 9.20.1 to the relevant Party's chief executive and/or Governing Body; and/or
- 9.20.2 (if it reasonably believes it is appropriate to do so) to any appropriate Regulatory or Supervisory Body, in order that each of them may take whatever steps they think appropriate.

Withholding of Payment at Exception Report for Breach of Remedial Action Plan

- 9.21 If the Provider fails to complete an action required of it, or to deliver the improvement required, by a Remedial Action Plan in accordance with that Remedial Action Plan:

- 9.21.1 (if the Remedial Action Plan does not itself provide for a withholding or other financial sanction in relation to that failure) the Co-ordinating Commissioner may, when issuing an Exception Report, instruct the Commissioners to withhold, or itself withhold (on behalf of all Commissioners), in respect of each action not completed or improvement not met, a reasonable and proportionate sum of up to 2% of the Actual Monthly Value, from the date of issuing the Exception Report and for each month the Provider's breach continues and/or the required improvement has not been achieved and maintained, subject to a maximum monthly withholding in relation to each Remedial Action Plan of 10% of the Actual Monthly Value; and
- 9.21.2 the Commissioners or the Co-ordinating Commissioner (as appropriate) must pay the Provider any sums withheld under GC9.19 or GC9.21.1 within 10 Operational Days following the Co-ordinating Commissioner's confirmation that the breach of the Remedial Action Plan has been rectified and/or the required improvement has been achieved and maintained. Subject to GC9.23, no Interest will be payable on those sums.

Retention of Sums Withheld for Breach of Remedial Action Plan

- 9.22 If, 20 Operational Days after an Exception Report has been issued under GC9.20, the Provider remains in breach of a Remedial Action Plan, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.19 or GC9.21.1 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Actual Monthly Value for each month in respect of which those sums were withheld.

Unjustified Withholding or Retention of Payment

- 9.23 If the Commissioners withhold, or the Co-ordinating Commissioner withholds on behalf of all Commissioners, sums under GC9.16, GC9.19 or GC9.21.1 or the Commissioners retain sums under GC9.22, and within 20 Operational Days of the date of that withholding or retention the Provider produces evidence satisfactory to the Co-ordinating Commissioner that the relevant sums were withheld or retained unjustifiably, the Co-ordinating Commissioner or the Commissioners (as appropriate) must pay those sums to the Provider within 10 Operational Days following the date of the Co-ordinating Commissioner's acceptance of that evidence, together with Interest for the period for which the sums were withheld or retained. If the Co-ordinating Commissioner does not accept the

Provider's evidence the Provider may refer the matter to Dispute Resolution.

Retention of Sums Withheld on Expiry or Termination of this Contract

- 9.24 If the Provider does not agree a Remedial Action Plan:
- 9.24.1 within 6 months following the expiry of the relevant time period set out in GC9.11; or
- 9.24.2 before the Expiry Date or earlier termination of this Contract,
- whichever is the earlier, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.16 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Actual Monthly Value for each month in respect of which those sums were withheld.
- 9.25 If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this Contract, the Co-ordinating Commissioner may notify the Provider that any sums withheld under GC9.19 or GC9.21.1 are to be retained permanently. If it does so having withheld those sums itself on behalf of all Commissioners, the Co-ordinating Commissioner must distribute the sums withheld between the Commissioners in proportion to their respective shares of the Actual Monthly Value for each month in respect of which those sums were withheld.

Sustainability and Transformation Fund

- 9.26 If the Provider has been granted access to the general element of the Sustainability and Transformation Fund, and has, as a condition of access:
- 9.26.1 agreed with the national teams of Monitor/NHSTDA (as appropriate) and NHS England an overall financial control total and other associated conditions; and
- 9.26.2 (where required by those bodies):

9.26.2.1 agreed with those bodies and with the Commissioners specific performance trajectories to be achieved during the Contract Year 1 April 2016 to 31 March 2017 (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)); and/or

9.26.2.2 submitted to those bodies assurance statements setting out commitments on performance against specific Operational Standards and National Quality Requirements to be achieved during the Contract Year 1 April 2016 to 31 March 2017 which have been accepted by those bodies (as set out in an SDIP contained or referred to in Schedule 6D (*Service Development and Improvement Plans*)),

no Commissioner may withhold or retain payment under this GC9 (*Contract Management*) or otherwise in respect of any failure to agree a RAP, or to comply with any RAP, in relation to any breach of any threshold which occurs during that Contract Year in respect of any Operational Standard shown in bold italics in Schedule 4A (*Operational Standards*) or any National Quality Requirement shown in bold italics in Schedule 4B (*National Quality Requirements*), and/or any failure to comply with specific performance trajectories or assurances as referred to above.

Note, there are no services at Townlands Hospital, commissioned by Oxfordshire CCG, to which the NHS Standard Contract general conditions 8 and 9 do not apply