National Treasury Transversal VMMC Contract | **Contract management framework**

Version 1 (June 2020)

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ACRONYMS

AE	Adverse Event
B-BBEE	Broad-Based Black Economic Empowerment
BEC	Bid Evaluation Committee
CEO	Chief Executive Officer
CQI	Continuous Quality Improvement
CSD	Central Supplier Database
DDOH	District Department of Health
DHIS	District Health Information System
DHMIS	District Health Management Information System
DQA	Data Quality Assessment
EQA	External Quality Assurance
GCC	General Conditions of Contract
GP	General Practitioner
HAST	HIV and AIDS/STI/TB
HPCSA	Health Professions Council of South Africa
IE	Independent Expert
NDOH	National Department of Health
NGO	Non-Governmental Organisation
NT	National Treasury
OCPO	Office of Chief Procurement Officer
PDOH	Provincial Department of Health
PEPFAR	United States President's Emergency Plan for AIDS Relief
PFMA	Public Finance Management Act
PMU	Programme Management Unit
PPPFA	Preferential Procurement Policy Framework Act
QA	Quality Assurance
QI	Quality Improvement
RACI	Responsible, Accountable, Consulted and Informed
RT35	National Treasury Transversal Contract
SANC	South African Nursing Council
SBD	Standard Bidding Documents
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SOW	Scope of Work
STI	Sexually Transmitted Infection
TB	Tuberculosis
TBD	To Be Determined

TCBD	Transversal Contract Bidding Documents
TWG	Technical Work Group
VAT	Value-Added Tax
VMMC	Voluntary Medical Male Circumcision
WBS	Work Breakdown Structure
WHO	World Health Organization
WPG	Working Practice Guidelines

1. INTRODUCTION

South Africa's Voluntary Medical Male Circumcision (VMMC) programme is being executed through a set of contractual relationships between implementing partners and the respective Provincial Departments of Health (PDOH). To effectively execute this contract, the National Treasury (NT) of South Africa embarked on a National Treasury Transversal Contract (RT35) contracting process for 26 districts that are not supported by the United States President's Emergency Plan for AIDS Relief (PEPFAR) supported. Following the appointment of implementing partners in each of these districts, the management of the Service Level Agreements (SLAs) remains the responsibility of the province and District Department of Health (DDOH).

This contract management toolkit has been developed to support the effective management of these SLAs in ensuring that the required service is received from the relevant implementing partners and that all obligations to the implementing partners are met. Contract management is a complex process and the efficient management and oversight of any contract requires a clearly laid out process, allocation of responsibilities, and remedial actions, where required.

The purpose of this manual is to provide a comprehensive and practical guide for the successful implementation of the VMMC programme. This toolkit provides a set of tools and techniques for PDOH district contract managers (henceforth, referred to as contract managers) on the elements required for successfully administering the VMMC contracts. The toolkit consists of this manual and the accompanying templates.

This manual is intended to establish, and maintain, a uniform system of managing VMMC contracts so that they comply with the various Standard Operating Procedures (SOPs) of the National Department of Health (NDOH). This manual should ideally be used as the primary referencing document for the management of the VMMC contracts, as well as a checklist for actionable tasks.

The principles of the SLA contract are incorporated in this document that remains the primary guide for the implementation of the VMMC programme. The Specific Conditions of Contract (RT35-2019) and General Conditions of Contract (GCC) are an integral part of the SLA contract and are incorporated as an Annexure of the SLA and are discussed in this manual. In the event of a conflict between the provisions of any of these three contract documents, the provisions of the SLA contract will take precedence over the provisions of the RT35 and GCC contracts.

Application of this manual

This manual provides the contract manager with a guide for administering VMMC contracts at the district level and site level. The manual provides all the detailed plans, activities, reporting structures, and background information for the process of administering VMMC contracts.

As mentioned above, it can be used by all district officials and implementing partners involved in the programme to enable them to understand the different aspects of the programme and the various district

official and implementing partner responsibilities. However, the district contract manager remains the primary target audience for the toolkit. The following conditions and assumptions apply with respect to the application of this manual:

- The contract manager role is synonymous with the district HIV and AIDS, sexually transmitted infections (STI)/tuberculosis (TB) (HAST) manager and district VMMC coordinator roles.

- The overarching responsibility of the contract manager is to manage the efficient implementation of the VMMC RT35 and SLA contracts at district level. This manual provides the structures and procedures which must be adhered to by the contract manager to ensure that the objectives of the SLA contract are accomplished, and that the implementing partners meet their deliverables.

How to use this manual for each section and what to look out for:		
References to applicable sections in the RT35 or SLA	It is important to consult more detailed guidelines or annexures for each section – look out for references to these.	
Roles and responsibilities	The responsibilities of the province, the contract manager, and the implementing partners are provided respectively.	
Templates and relevant documents	Where templates are available for the completion or submission of reports, reference is provided.	

2. CONTRACT MANAGEMENT BEST PRACTICE

The key objectives of contract management are to ensure that the contract is[1]:

1. Delivered on time, at the right place and in the right quantity;

2. Completed to the required specifications, standards and/or quality;

3. Completed within the agreed price.

Contract management continues throughout the life of the contract. This means that the accountable officer (the contract manager) needs to plan for, and undertake:

1. Effective and efficient management of performance, delivery and payment;

2. Methodical and measured change control;

3. Active risk mitigation and management;

4. Agile resolution of issues and disputes.

Contract management best practice involves planning how to manage the project, implementing this plan and then evaluating the results. These key processes are shown in the figure below.
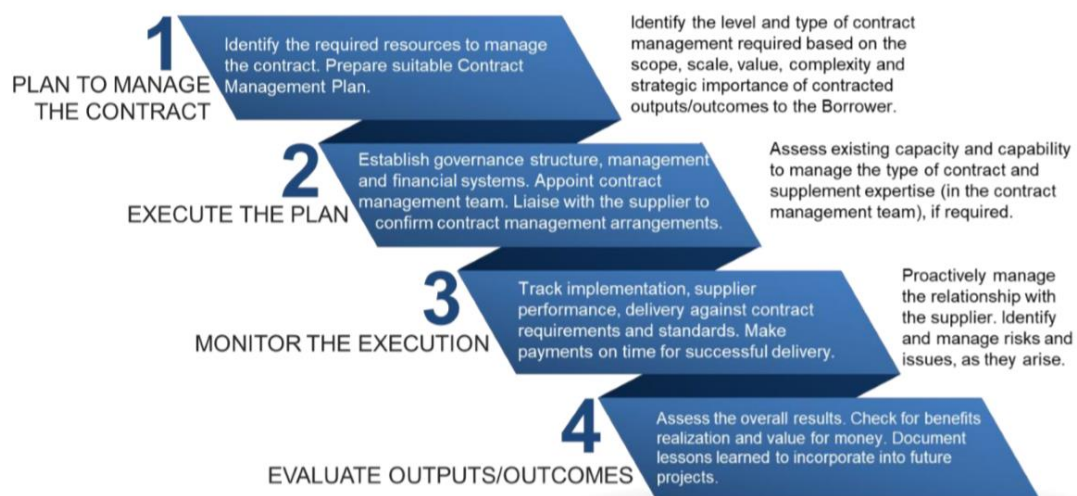
Source: Procurement Guide - Contract Management Practice, World Bank (2018)

Figure 1: Contract management basics: plan, execute, check, evaluate

To achieve good contract performance, the client must ensure that the terms of the contract are adhered to, and that both parties to the contract understand their respective obligations. Contract management also involves a level of flexibility by both parties and a willingness to adapt the contract terms to reflect

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[1] *'Procurement Guide - Contract Management Practice', World Bank (2018)*

any changing circumstances, as appropriate. Good contract management is strengthened by systematic and efficient planning, execution, monitoring and evaluation.

Contract management also goes beyond the daily management responsibilities to include the overall governance of contract management - governance is a critical element of contract management that can make all the difference to its sustainability and success. The governance structure is expected to reflect the province's circumstances and the needs of the contract. It should be based on an assessment (as part of the project preparation) of the province's contract management capacity, with measures to bridge any identified gaps. A governance structure allows the delegations, accountabilities, responsibilities, decision making, lines of reporting, district official and implementing partner engagement et al. to be mapped and agreed in advance. This approach ensures accountability and probity.

The figure below highlights the principles of good contract governance:

1 Clearly **define roles and responsibilities** at all levels. Ensure each role has sufficient representation and authority to fulfil its responsibilities.

2 Discipline governance arrangements supported by appropriate systems and controls such as: **Tracking progress, monitoring against service levels/quality standards, financial controls, reporting.**

3 Use a multi-tiered decision-making framework which provides for escalation from operational to management to government.

4 Record and communicate decisions made at appropriate authorisation points.

5 Undertake independent **scrutiny of contract progress, outputs and outcomes** on a regular basis.

6 Develop a comprehensive **contract management plan** which is agreed and communicated to all parties.

7 Strictly control change management decisions, comprehensive communications strategy and **establish a culture of candid feedback and improvement**.

8 Engage stakeholders at a level that is commensurate with their relevance to the contract and in a manner that fosters trust.

Figure 2: Principles of good contract governance

3. RT35 CONTRACT OVERVIEW

This section summarises the RT35 procurement process and contracting requirements and it contains the following sections:

a) **RT35 Section A – Scope of Work (SOW)**

- RT35 contract Terms of Reference.

b) **RT35 Section B – Procurement Process**

- Legislative framework;
- Bid evaluation criteria (phases 1-3).

c) **RT35 Section C – Post-Award Requirements**

RT35 SECTION A – SCOPE OF WORK

→ SLA contract: Section 9 (Obligations of the implementing partners)
→ Annexure 2: (VMMC districts and targets)
→ Annexure 2: (Implementing partners' reporting obligations)
→ Annexure 2: (Implementing partners' key personnel and their key competencies in accordance with the RT35)

The following items are provided in the RT35 contract Terms of Reference (Section 3):

- **A comprehensive list of key deliverables required of the service provider**. These are also listed in Section 9 (Obligations of the Service Provider) of the SLA contract. A contract manager needs to familiarise themselves with these obligations to ensure efficient monitoring of the service provider's deliverables.

- The geographical area covered by the VMMC programme, along with **annual targets per district** and the target age groups (see Annexure 2). The target group for VMMC is males between the ages 10-49 years. However, clients who present for VMMC outside of this age range (above the age of 49, but not below the age of 10) are still to be circumcised. The priority age group for demand generation is men between the ages of 20-34 years. Modelling has shown that VMMCs conducted within this age group have the most impact in reducing HIV/AIDS infections in South Africa and are the most cost-effective in terms of infections averted. As a result, to incentivise the circumcision of clients in this priority age group, the DOH reserves the right to reimburse the appointed implementing partners by a factor more for males who are circumcised in the target age group 20-34.

- **The implementing partners' reporting requirements**. These are the responsibility of the provincial contract manager to ensure the delivery of all the reports. Annexure 2 provides a list of these required reports.

- **A detailed list of six key personnel for the implementing partners**, along with a description of their roles and the required competencies for each one. Annexure 2 provides a summary of the responsibilities and required competencies for each of the six individuals. It is worth noting that the implementing partners' team is not limited to the key personnel highlighted in Section

3.1.5 of the RT35 contract, additional personnel may be added at the discretion of the province and/or the implementing partners, and upon agreement with the implementing partners.

- **Details on the location where services will be provided.** The **district will provide the implementing partners with the facility** where VMMC services will be rendered, with adequate space. Should the implementing partners opt to use their own facility, the cost will be at the account of the implementing partners and the implementing partners must obtain approval from the province.

- Information on the implementing partners' responsibility to **ensure that all medical consumables and VMMC kits utilised comply with minimum medical device SANS requirements and/or international standards**. The NDOH must approve all new surgical/devices for VMMC. NDOH must approve all new content specifications for VMMC kits.

RT35 SECTION B – PROCUREMENT PROCESS

- → RT35 Section 4 (Legislative framework)
- → RT35 Section 6 (Evaluation criteria)
- → RT35 Section 6.1.1; Submit Standard Bidding Documents (SBD) and Transversal Contract Bidding Documents (TCBD) documents
- → TCBD 1 Authorisation declaration form
- → RT35 Section 6.3.1.2 (Formula to calculate points during Phase 3)

LEGISLATIVE FRAMEWORK (RT35 Section 4):

- The bid and all contracts emanating from it are subject to the GCC issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act (PFMA), 1999 (Act 1 of 1999). This Act regulates financial management in the national and provincial governments. The Special Conditions of Contract (RT35) are supplementary to that of the GCC. Section 3(3) of the PFMA notes that in the event of any inconsistency between the PFMA and any other legislation, the PFMA takes precedence.

- Bid requirements are in line with the NDOH guidelines and World Health Organization (WHO) guidelines, although the NDOH takes precedence where the two conflict.

- This is an open bid, limited to organisations with the structures stipulated in the SOW in Section 3 of the RT35.

The SOW for the appointed implementing partners includes recruiting, contracting, managing and reimbursing the contracted service delivery partners. The service delivery partners need to provide the minimum package of VMMC services to males (as per NDOH VMMC guidelines) in PEPFAR and non-PEPFAR supported districts with the goal of contributing towards the respective district's VMMC targets. The total number of service delivery providers recruited in each district is left to the discretion of the appointed implementing partners. The number of implementing partners recruited and deployed will depend on the size of the catchment area as well as what might be considered optimal coverage.

EVALUATION CRITERIA (RT35 Section 6):

The evaluation process is conducted according to the phases in the table below.

Table 1: Bid evaluation process

PHASE I	PHASE II	PHASE III
Mandatory and other bid requirements	Technical Compliance	Price and Broad-Based Black Economic Empowerment (B-BBEE)
Compliance with mandatory and other bid requirements	Compliance to the item specification	Bid evaluated in terms of the 90/10 preference system

PHASE 1 – Mandatory requirements

These are compulsory items that bidders are required to submit in order for them to be considered in the evaluation for award. Bidders who fail to comply with the mandatory requirements are disqualified. These requirements are as follows:

- Submit Standard Bidding Documents (SBD) and Transversal Contract Bidding Documents (TCBD) listed in Section 6.1.1 of the RT35 contract

- Pricing structure and schedule – bidders are required to submit an all-inclusive price per procedure per geographical district, but only for districts in which they wish to provide the service. The price includes VMMC services, as indicated in the terms of reference, all relevant consumables necessary to render the service, including VMMC kits and Value-Added Tax (VAT).

- Bidders are required to also complete the Authorisation Declaration form (TCBD 1) and List of Goods and Services Offered form (TCBD 1.1) for all relevant goods or services. The TCBD 1 form is a declaration by the bidder on whether they are sourcing goods or services from a third party, and provisions of the third-party sourcing details where applicable.

- Submissions of tax compliance status and Central Supplier Database (CSD) registration

PHASE 2 – Technical specification compliance:

This is an evaluation of the bidder's technical capability to provide a service in accordance with the scope of the programme, which also includes the listed obligations of the implementing partners and the required personnel. The evaluation is based on the following:

- Submitted proof of registration with professional bodies such as the Health Professions Council of South Africa (HPCSA) and South African Nursing Council (SANC).

- Submitted proof of professional indemnity/insurance, which covers liability claims against the bidder, staff employed by the bidder, or subcontractors.

- Submitted team qualifications and experience, as well as a summary list of all the staff that will be involved in the medical procedures.

- Submission of at least two reference letters from previous clients in the last three years, with a preference for letters from province/district.

- Submitted work methodology/approach through a concise capability statement/project proposal, proving the ability to perform the scoped activities.

- Other submissions include: a declaration of funding, shareholding portfolio, and a company profile.

PHASE 3 – Preference point system evaluation:

In terms of regulation six of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act 5 of 2000), responsive bids will be adjudicated by the government on the 90/10-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid prices (maximum 90 points);

- B-BBEE status level of contributor (maximum 10 points).

A formula used to calculate the points for price is provided in Section 6.3.1.2 of the RT35 contract. Also provided, is the score card for B-BBEE status. The formula is as follows:

$$Ps = (1 - \frac{Pt - Pmin}{Pmin})$$, where:

- Ps = Points scored for comparative price of bid under consideration;

- Pt = Comparative price of bid under consideration;

- Pmin = Comparative price of lowest acceptable bid.

In addition to the bid prices, a maximum of 10 points may be allocated to a bidder for attaining their B-BBEE status level of contributor in accordance with the table below:

Table 2: B-BBEE status level

B-BBEE Status Level of Contributor	Number of Points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

OTHER AWARD CONDITIONS (RT35 Section 7):

- The government reserves the right to award contracts to more than one contractor for the same districts.

- The maximum number of suppliers per district to be awarded will be at the discretion of the Bid Evaluation Committee (BEC).

RT35 SECTION C – POST-AWARD REQUIREMENTS

→ RT35 Section C (Post-award conditions)
→ SLA contract Section 6 (Contract duration)
→ Annexure 1 (Operational readiness checklist)
→ Annexure 2: (Implementing partners' reporting obligations)

This section of the RT35 contract provides post-award conditions for the implementing partners and the administration of the contract, some of which are also incorporated in the SLA contract. The table below provides a summary of the sections and the key items under each section.

Table 3: Description of clauses under section C of the RT35 contract

Name	Descriptions
Duration of Contract	• The duration of the contract will be for a period of 42 months commencing from 01 April 2020 to 31 March 2023 (also see Section 6 of the SLA contract).
Participating Government Departments / Institutions	• All nine PDOH. • Departments that had existing RT35 contracts in place for VMMC services can only participate in this bidding process once their contracts have expired. • On behalf of the department, an accounting officer or accounting authority can participate in the bidding process, subject to approval by NT and the relevant contractors.
Roles and Responsibilities	• Contract administration – the administration and facilitation of the RT35 contract will be the responsibility of NT. Transversal Contracting and all correspondence in this regard is to be directed to The Chief Directorate (Transversal Contracting, National Treasury). • Contractors are required to advise the Chief Directorate when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances, as well as the period of delay, must be furnished. • Supplier performance management – this is the responsibility of the province. Where supplier performance disputes relating to the contract cannot be resolved between the contractor and the relevant purchasing institution, NDOH and NT must be informed accordingly.

Service Level Agreement (SLA)	• An agreement between the provincial department and the appointed implementing partners that governs the contractual relationship and terms of reference of the specific services to be rendered. • Additions or amendment to the SLA shall not be in contradiction to the Special Conditions and General Conditions of Contract.
Contract Price Adjustments	• Provides formulae and procedures for the calculation of the annual contract price adjustment of the RT35 contract.
Post-Award Reporting	• Provides reporting requirements for the successful bidders, which are incorporated in in Annexure 2.
Contract Administration	• The administration and facilitation of the RT35 contract will be the responsibility of NT. • Transversal contracting and all correspondence in this regard must be directed to the Chief Directorate: Office of Chief Procurement Officer (OCPO): Transversal Contracting, NT. • Contractors are required to advise the Chief Directorate when unforeseeable circumstances will adversely affect the execution of the contract. Full particulars of such circumstances, as well as the period of delay, must be furnished.
Breach of Contract	• The government reserves the right to terminate the contract(s) for not honouring contract obligations, including submission of information required by NT, as well as NDOH and PDOH and end-user institutions.

Section 6 of the SLA states that, notwithstanding the date of signature, the SLA contract becomes effective on the date of commencement for a period of three years.

The province has the authority to extend the SLA with the implementing partners post-31 March 2023 on rates and terms agreed on by both parties. Province's also reserve the right to terminate the contract on any other date as agreed upon for non-performance of the required services, as detailed in the GCC of the SLA.

4. ROLES AND RESPONSIBILITIES

The oversight of the VMMC programme is based on quite an extensive structure between NDOH, PDOH) and the district offices. For an effective management of the contract, it is important to firstly clearly outline the organisational structure governing the broader programme.

In preparation for the execution of contract tasks, the province and contract managers must acquaint themselves with the implementing partners' team. This will enable them to align programme responsibilities to the relevant stakeholders within the implementing partners' team, as well as manage accountability. Annexure 2 provides a summary of the key personnel in the implementing partners' team, as stipulated in Section 3.1.5 of the RT35 contract, along with the responsibilities of each of the six key personnel.

At the national level, the VMMC programme falls under the HIV cluster[2]. The Deputy Director-General is responsible for the VMMC programme nationally and sets the strategic direction and leads coordination efforts for the different partners involved in the programme.

The national VMMC Programme Management Unit (PMU) oversees the NDOH's ongoing work in this area and includes both national and non-national staff. The PMU, which is led by the national VMMC programme director consists of six sub-committees:

1. Service Delivery, Quality Assurance and Training

2. Communication and Demand Generation

3. Monitoring, Evaluation and Operations Research

4. Leadership and Advocacy

5. Governance and Coordination

6. Resource Mobilisation

The VMMC Technical Work Group (TWG) and sub-committees consist of multiple DOH officials and implementing partners that play a critical role in VMMC implementation and meet on a quarterly basis to review programmatic updates, sub-committee updates and discussion of emerging issues that require consultation. The sub-committee may meet more frequently depending on the task that requires attention.

The figure below presents the national VMMC Core Technical Team, which also comprises the PMU.
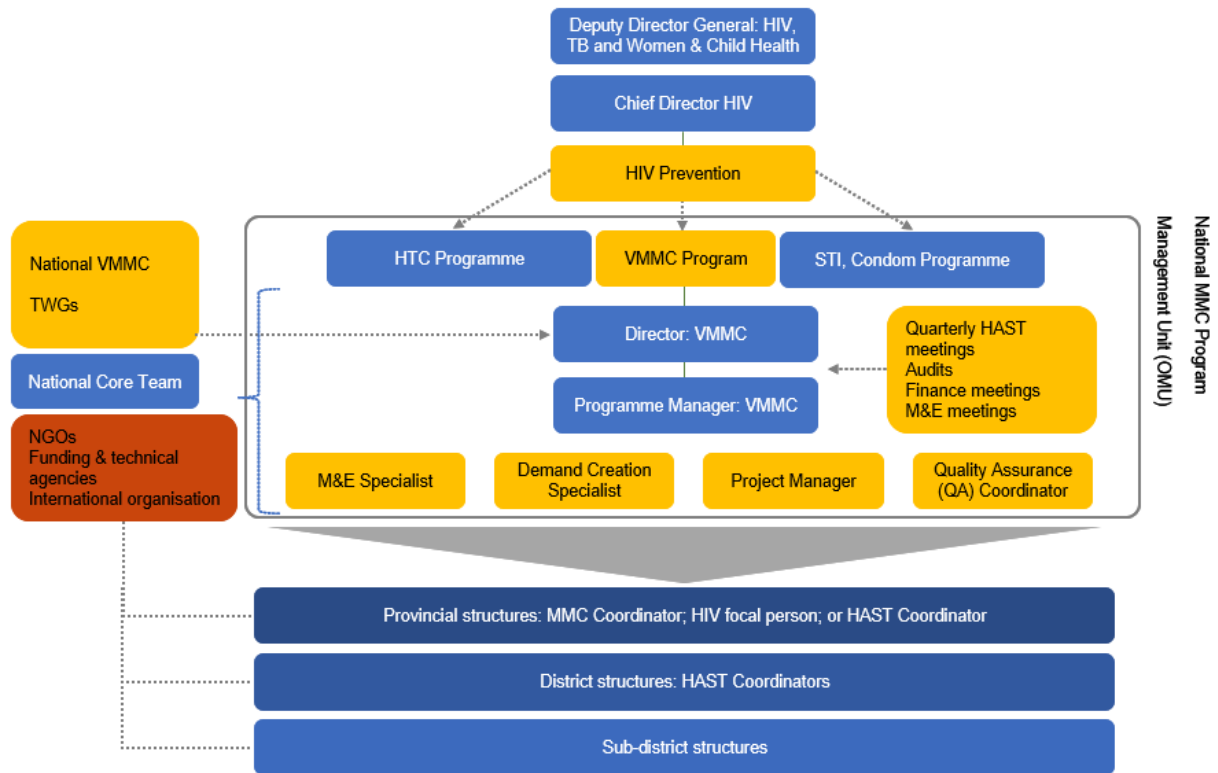
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[2] VMMC Operational Plan 2016

Figure 3: VMMC core technical team

At the Provincial level, each of the nine provinces has a technical team with responsibilities that are similar to the National VMMC Core Technical Team but tailored to address their unique needs. The Provincial technical teams consist of three to five members and are tasked with the responsibility of communicating and monitoring implementation. The provinces also convene Steering Committee meetings and/or TWGs with various DOH officials and implementing partners involved in VMMC, as the need arises.

The principal responsibility of the province is to provide oversight on how the Districts' implement the SLA contract. The table below provides a detailed breakdown of this responsibility, as defined in section 10 of the SLA contract.

Table 4: Roles and responsibilities of provinces

Relevant SLA Section	
"Manage the interface between the end-user/structures in province and the service delivery partner."	Chapters 6-11
"Authorise relevant scope and specification changes and all increases in budget requirements."	N/A
"To provide the format of documents and outline processes required to expedite payment of invoices."	Chapter 3

The figure below provides an overview of the province's work breakdown structure, from planning to implementation, and to post-contract phase.

Figure 4: Province's work breakdown structure for contract administration based on the RT35 SLA

See Annexure 2 for the implementing partners' responsibilities and Section 9 of the SLA contract for a more detailed list. It is worth noting that the list of personnel in the implementing partners' team is not limited to these six that are listed in the RT35 contract. The final arrangement with the province, including the SLA contract, will determine the final list of personnel in the implementing partners' team.

CONTRACT MANAGER'S RESPONSIBILITIES

Good practice requires that a contract manager is appointed for every contract. The contract manager needs to have the appropriate range of qualifications, skill mix and experience. The figure below presents an overview of the typical responsibilities of a contract manager.

Figure 5: Contract manager responsibilities

For the VMMC contract, the principal responsibility of the contract manager at the district is to monitor the implementation of the SLA contract by the implementing partners. The table below provides a detailed breakdown of this responsibility, as defined in section 10 of the SLA contract, and the relevant sections in the manual where each of the responsibilities is further expanded upon.

Table 5: Roles and responsibilities of the contract manager based on the RT35 SLA

	Relevant Manual Section
"Monitor service deliverables and outputs against the overall VMMC programme objectives."	Chapter 6, all sections
"Monitor progress of service delivery partner in the district, identify issues and support corrective action to facilitate delivery."	Chapter 6, section 6.1.3
"Verify the number of VMMCs performed every month by service delivery partner in the district."	Chapter 6, section 6.1.1
"Interrogate and reconcile the verified number of reported circumcisions in the age-appropriate male population with the invoiced amount provided by service delivery partner in the district."	Chapter 3
"Manage interaction and coordinate activities with the provincial, district and facility managers to enable the service delivery partner to carry out service delivery."	Chapter 6

The figure below provides an overview of the contract manager's work breakdown structure (WBS), from planning, to implementation, and to post-contract phase.
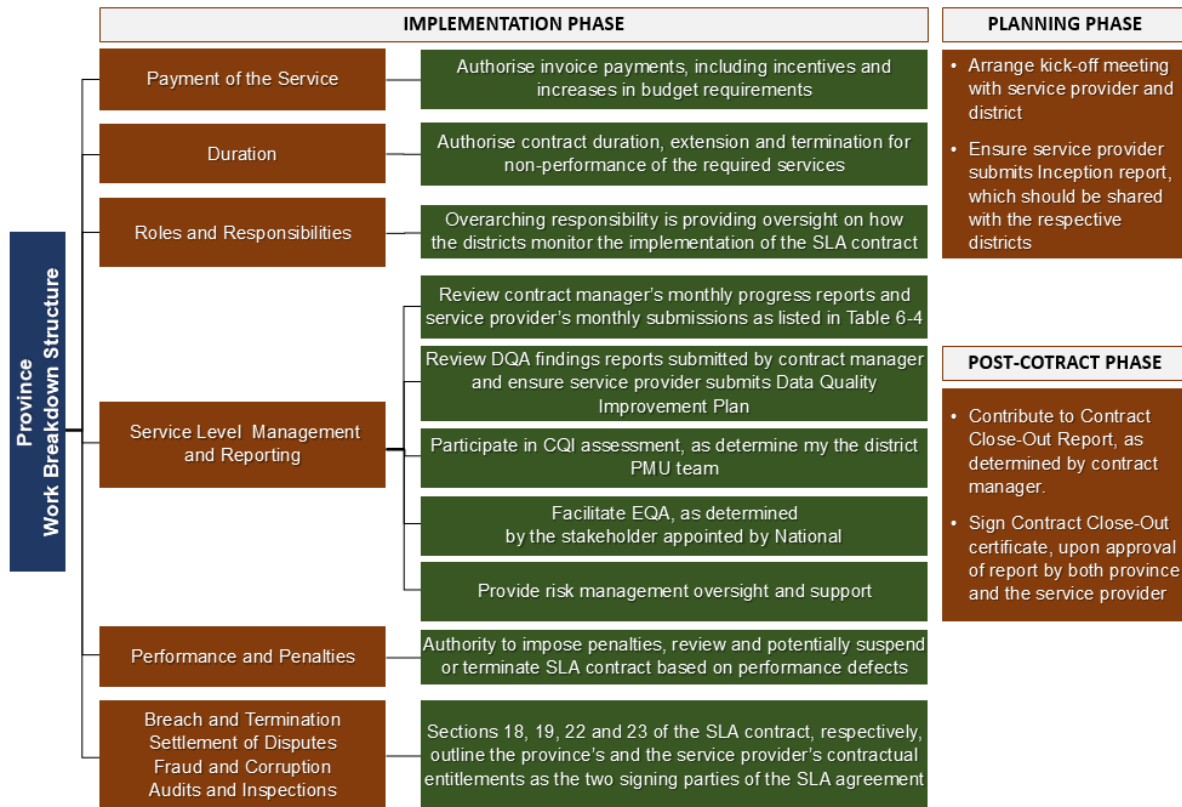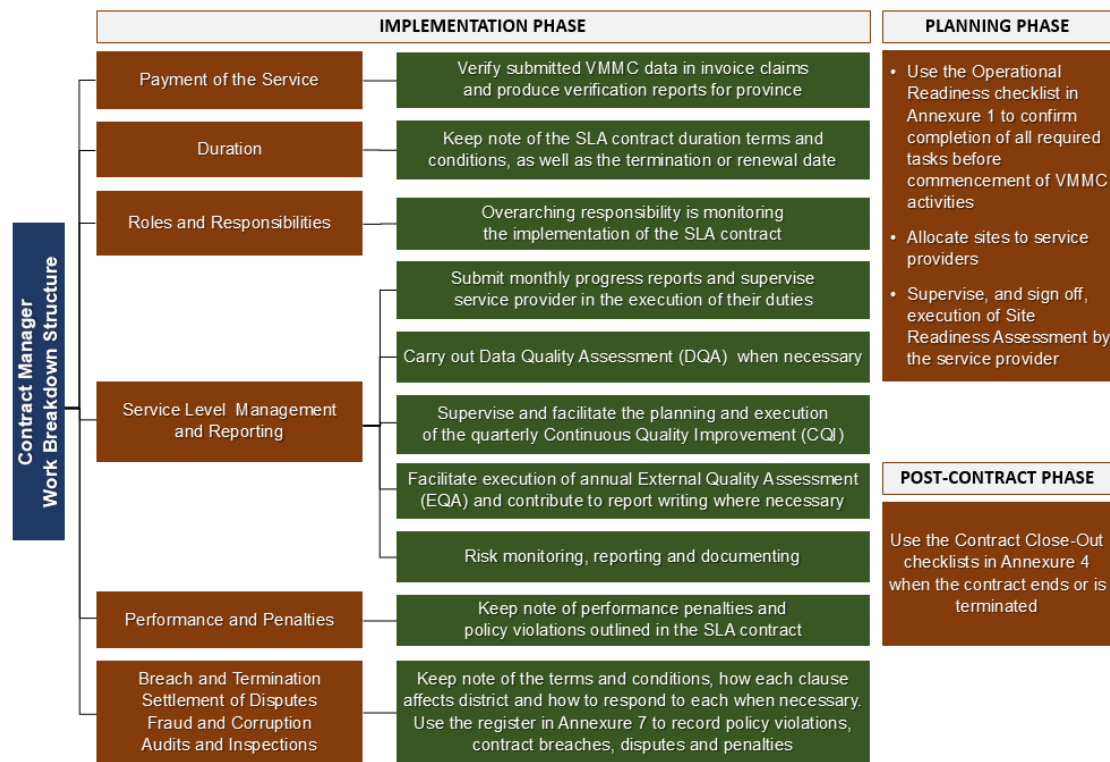
Figure 6: Contract manager's work breakdown structure for contract administration

RESPONSIBILITY MATRIX

A responsible, accountable, consulted and informed (RACI) matrix is the simplest and most effective means for assigning roles and responsibilities for each task, milestone, or decision on a programme. Knowing exactly who is responsible, who is accountable, who needs to be consulted and who must be kept informed at every step will significantly improve a contract manager's chances of programme success, and it eliminates confusion. The table below provides a list of the key processes and outputs involved in the implementation of a VMMC contract, and proposes allocation of responsibility for each deliverable/responsibility to the relevant party based on the RACI matrix codes.

The following is a brief description of the RACI codes[3]:

- **Responsible:** people or DOH officials or implementing partners who do the work. They must complete the task or objective or make the decision. Several people can be jointly responsible.

- **Accountable:** person or DOH official or implementing partner who is the owner of the work. They must sign off or approve when the task, objective or decision is complete. Success requires that there is only one person *Accountable*, which means that "the buck stops here".

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[3] https://www.cio.com/article/2395825/project-management-how-to-design-a-successful-raci-project-plan.html

- **Consulted:** people or DOH official or implementing partners who need to give input before the work can be done and signed-off. These are active participants.

- **Informed:** people or DOH official or implementing partners who need to be kept in the picture. They need updates on progress or decisions, but they do not need to be formally consulted, nor do they contribute directly to the task or decision.

Table 6: VMMC DOH official or implementing partner responsibility assignment matrix

LEGEND:

R	**Responsible** for performing the task.
A	**Accountable** for the task such as the supervisor - the owner of the work.
C	Provides **Consulting** expertise or input to the person responsible for the task and others.
I	**Informed** of task progress or results, usually by the person responsible.

	TASKS	National	Province	Contract Manager	Implementing partners
1	**PRE-CONTRACT PERIOD**				
1.1	Signing of RT35 contract	R	I	-	-
1.2	Compilation of SLA contract	-	R	C	C
1.3	Signing of SLA contract with implementing partners	-	R	C	R
1.4	Province kick-off meeting	-	R	C	I
1.5	Implementing partners' inception report	-	A	C	R
1.6	District kick-off meeting	-	I	R	C
1.7	Site allocation to implementing partners	-	I	R	C
1.8	Site Readiness Assessment	-	I	A	R
1.9	Sign off on Site Readiness Assessment	-	C	A	R
2	**CONTRACT PERIOD (Implementation)**				
2.1	Monthly progress reports	I	A	R	R
2.2	Monthly VMMC statistics	I	A	R	R
2.3	Ad-Hoc Data Quality Assessment	I	A	R	C
2.4	Quarterly Continuous Quality Improvement (CQI)	I	A	A	R
2.5	External Qualify Assessment (EQA)	R	A	C	C
2.6	Risk identification	R	R	R	R
2.7	Risk assessment, mitigation and reporting	I	A	R	R
3	**POST-CONTRACT PERIOD**				
3.1	Contract close-out report	I	A	R	C
3.2	Contract close-out checklist	I	C	R	A
3.3	Contract close-out certificate	I	A	R	C

5. PAYMENT FOR THE SERVICE

→ SLA Sections 4, 5, 11 (payment of the VMMC service)
→ VMMC Statistics Verification Form and Report)

Sections 4, 5 and 11 of the SLA contract provides vital information about the payment of the VMMC service, terms of payment, price adjustments, and invoicing terms. There are a number of payment provisions which must ideally be adhered to:

- All payments should be made once a month;

- The implementing partners should submit an invoice in addition to their monthly statistics by the 7th of each new month to enable the verification process;

- The province will pay out invoices on the last day of the month.

The figure below outlines the process that must be followed by the implementing partners, contract manager and PDOH to ensure the right payment is made, timeously.
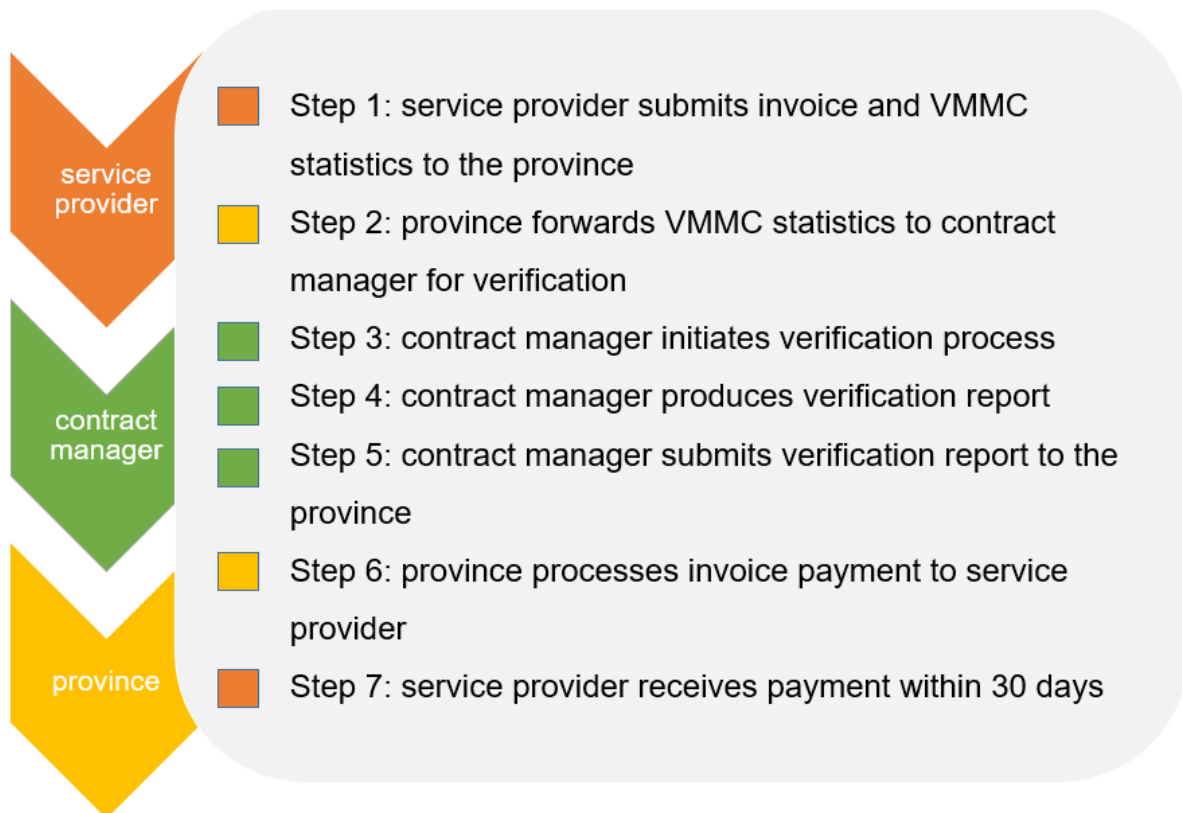

Figure 7: VMMC step-by-step payment process

The DDOH and PDOH reserve the right to amend or adjust the implementing partners' contract amount, time and conditions of payment where consistent and significant failure to meet programme targets are observed such as poor programme quality assurance (QA) standards and the minimum package of

services for VMMC or incurring a high number of moderate and severe adverse events (AEs) exceeding 2% per site per quarter– meaning 2% of the statistics for every three months in the year.

CONTRACT MANAGER RESPONSIBILITIES

Once the contract manager has received all the required data and information linked to the implementing partners' activities for a given month, and for which an invoice is being submitted, they will take the following steps to complete the verification process within three days of receipt.

There are two levels of verification required prior to the payment of an invoice submitted by a implementing partners:
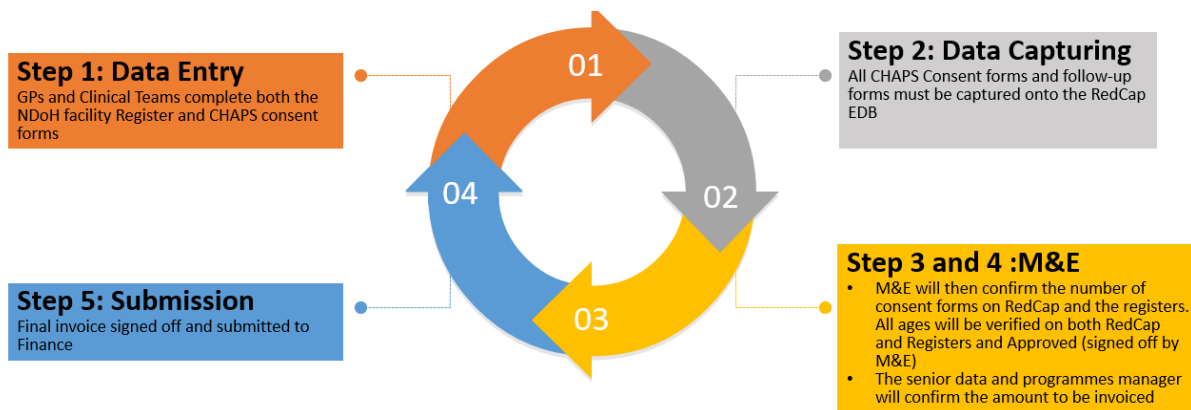
Step 1: Data Entry
GPs and Clinical Teams complete both the NDoH facility Register and CHAPS consent forms

Step 2: Data Capturing
All CHAPS Consent forms and follow-up forms must be captured onto the RedCap EDB

Step 5: Submission
Final invoice signed off and submitted to Finance

Step 3 and 4 :M&E
- M&E will then confirm the number of consent forms on RedCap and the registers. All ages will be verified on both RedCap and Registers and Approved (signed off by M&E)
- The senior data and programmes manager will confirm the amount to be invoiced

01 02 03 04

Figure 8: Payment verification steps

a) **First level verification (day 1):**

- Extract a copy of the District Health Information System (DHIS) data corresponding to the data period in the implementing partners' invoice claim. For example, if the implementing partners submitted an invoice claim for the period between 1st to the 30th of April, the extracted DHIS data should be for the same period.

- Compare the DHIS data with the data in the Monthly Summary Data Form to determine whether there are any irregularities between the two data sets. For example, is the number of clients circumcised the same in both data sources? The managers can develop and use the VMMC Statistics Verification Form to do this assessment.

- If there is variation in the data, the site level verification should provide clarity on the variance or the source of variance. In the event that the two data set are aligned, the site level verification should still be carried out to ensure that there are no data duplications in the implementing partners' claim. Meaning that, an implementing partner is not claiming for circumcisions that have previously been claimed.

b) Second level (site) verification (day 2):

- Make an appointment with the facility, at least 24-hours beforehand, for the verification using site-level information.

- Notify the facility manager to ensure that the documents required for the verification are ready. These are the VMMC facility register, AE register and VMMC client files.

- Through developing and using the VMMC Statistics Verification Form and/or Report, the manager can compare the list of VMMC clients submitted by the implementing partners with the records in the VMMC facility register and client files.

c) Verification sign-off (day 3):

- Submit verification report (VMMC Statistics Verification Report) to the province via email.

PDOH RESPONSIBILITIES

- Determining and communicating the list of documents that an implementing partner is required to submit along with their monthly invoice submission.
- Actioning the contract manager's recommendations in the verification report.
- Processing invoice payments.

IMPLEMENTING PARTNER RESPONSIBILITES

- Submit an invoice with VMMC monthly statistics (including a list of VMMC clients and the Monthly Summary Data Form) by the 7th of each month.
- Submit the facility signed and stamped yellow forms from the VMMC Surgical Register to the district.
- Account for data variances and any other anomalies identified during the data verification process.

TEMPLATES AND RELEVANT DOCUMENTS

The table below provides a summary of the templates to be used by the contract manager in the execution of their claim data verification tasks.

Table 7: Summary of payment of the service chapter templates and relevant documents

Activity	Template	Relevant Documents
First level verification	N/A	• DHIS data • Submitted Monthly Summary Form • Stamped yellow register forms

Second level (site) verification	Verification Form	• Submitted VMMC list
		• VMMC register
		• VMMC client records
Verification Sign-off	Verification Report	N/A

6. PERFORMANCE MANAGEMENT

→ SLA Section 13 (Performance and penalties)
→ SLA: National VMMC programme policy violations)
→ (Policy violation, contract breach, disputes and penalties register)

The following sections of the SLA are crucial for understanding how penalties are applied in the programme.

- SLA 13.3 - "*The PDOH is entitled to impose penalties for late or defective performance and policy violations (Annexure C) by the implementing partners. In this regard, the PDOH shall deduct 5% from the amount due and payable to the service delivery partner for a VMMC deliverable. This can be in the form of AEs incurred by the patient upon having the VMMC procedure or policy violations. Each AE or policy violation shall be treated individually and can be aggregated. For the avoidance of doubt and for example, three policy violations can attract a 15% penalty deduction and, coupled with one AE, this amounts to a 20% penalty deduction.*"

- SLA 13.4 - "*If it is found that the rate of AEs continues to exceed 2% over a quarter, the PDOH reserves the right to review and potentially suspend/terminate the service delivery contract with service delivery partner in the district.*"

Section 13 of the SLA provides an extended description of performance and penalties, and Annexure C of the SLA provides a list of national VMMC programme policy violations.

CONTRACT MANAGER RESPONSIBILITIES

The contract manager is not responsible for the implementation of these penalty clauses. However, it is crucial for them to understand what constitutes contract violations (also termed policy violations) and what would be required of them in the process of responding to these policy violations, which are handled by the provincial contract manager. Similarly, to the invoice payment process, the contract manager may be required to do a data verification to contribute to this process.

PDOH RESPONSIBILITIES

The following is a summary of the key performance defects that the province is entitled to action, as stipulated in section 13 of the SLA contract. The rest of the violations can be found in Section 13 and Annexure C of the SLA contract;

- Impose penalties for late or defective performance and policy violations (see SLA Annexure C) by the implementing partners. The SLA extracts in section 7.1 above provide a detailed description of this.

- If it is found that the rate of AEs continues to exceed 4% over a quarter, the province reserves the right to review and potentially suspend/terminate the service delivery contract with the implementing partners in the district.

- If it is found that there are more than two policy violations per month, the province reserves the right to review and potentially suspend/terminate the service delivery contract with the implementing partners in the district.

- For any repeat non-performances after remedial action has been taken by the implementing partners, the province is entitled to cancel the SLA agreement by giving the implementing partners 30-day's written notice.

TEMPLATES AND RELEVANT DOCUMENTS

Policy violations, contract breaches, disputes and penalties registers are required to help the contract manager keep track of contract breaches and plan for potential impact on the district.

7. REPORTING

Regular monitoring and programmatic reports are an effective method for the PDOH and DDOH to determine whether an implementing partner is adequately providing the contracted services. The following is a list of quality systems employed in the VMMC programme, which are discussed in the following sub-sections:

- 6.1.1 Monthly data monitoring;

- 6.1.2 Ad-Hoc Data Quality Assessment (DQA);

- 6.1.3 Quarterly Continuous Quality Improvement (CQI);

- 6.1.4 Annual EQA;

- 6.1.5 Risk management.

MONTHLY DATA MONITORING

The District Health Management Information Systems (DHMIS) Policy (2016) provides standard operating procedures for the management of VMMC data. It defines the requirements and expectations to provide comprehensive, timely, reliable, and good quality routine evidence for tracking and improving health service delivery. The Working Practice Guidelines (WPG) prescribe the data reporting processes and data flows, as shown in the figure below, that all VMMC DOH officials and implementing partners are required to abide by. The timeline for submission of routine data and feedback on data quality and performance in the figure below provides date-linked data activities from facility to national level.

The RT35 (3.1.1.11) and SLA (9.1.7) contracts both stress that the implementing partner is required to ensure that VMMC data is uploaded on to the DHIS as per the WPG.
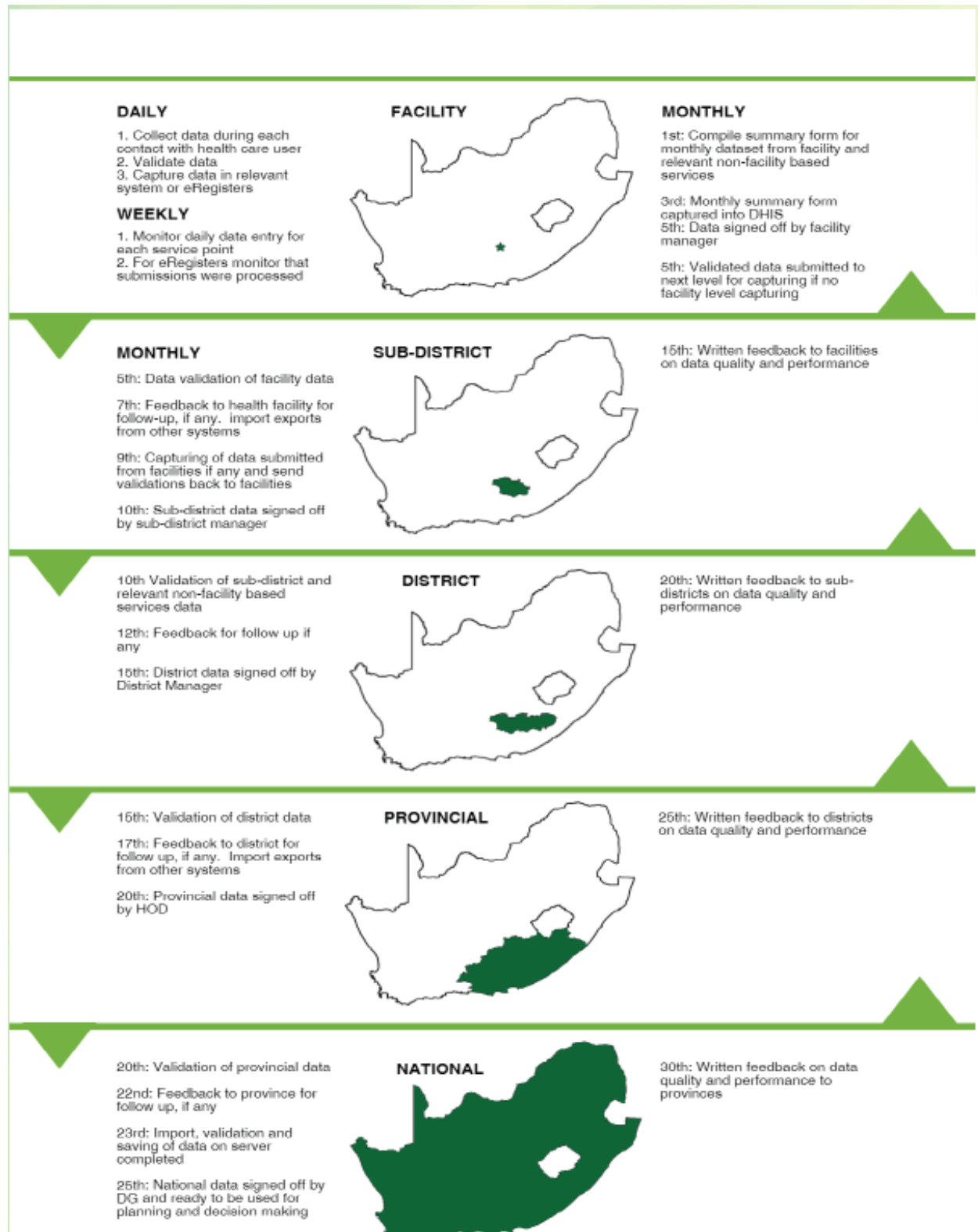

Figure 9: VMMC data flow timeframe

AD-HOC DATA QUALITY ASSESSMENT

DQA is one of the interventions that national uses to measure the effectiveness of the VMMC programme, as outlined in the National DQA Strategy (Version 1, October 2019). The DQA is used to review how data is collected, maintained, and managed within the programme. The figure below provides a step-by-step outline of the DQA process that the contract manager is required to follow. The frequency of DQAs is at the discretion of the district. DQAs typically happen when the district identifies irregularities with a facility's data set, which is why the site selection criteria are based on DHIS discrepancies and the high rate of AEs. Facilities displaying quality issues are selected for further investigation through the DQA process. The National DQA Strategy document expands each of the steps involved in the DQA process.
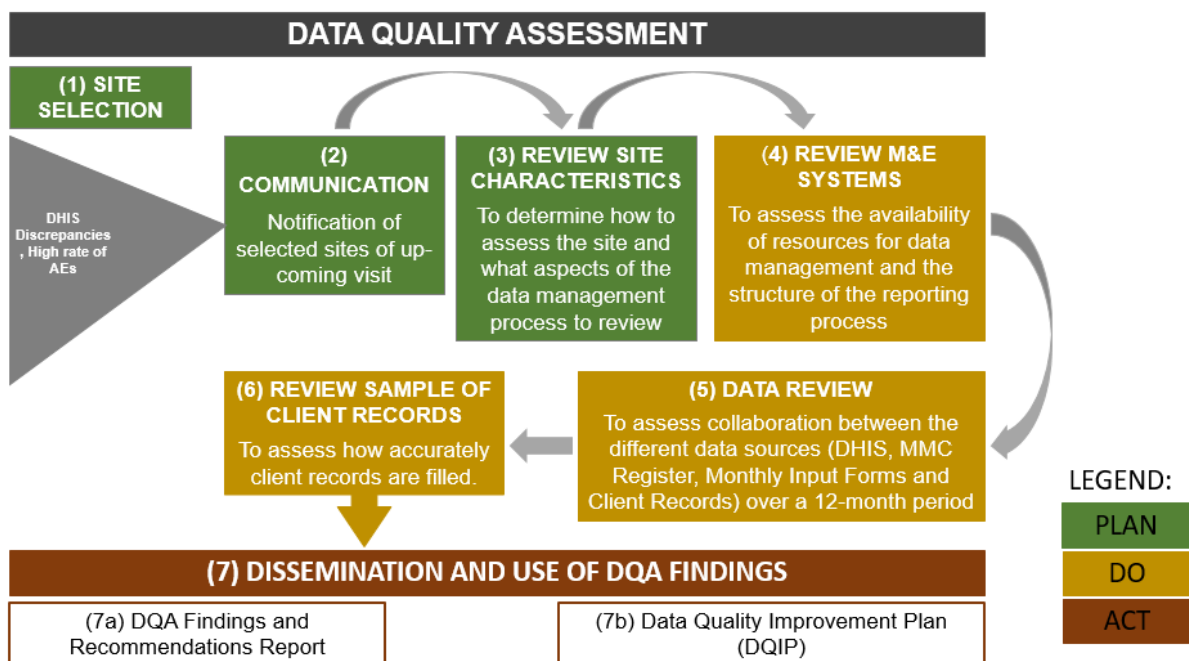

Figure 10: Data Quality Assessment process in accordance with NDOH DQA strategy

QUARTERLY CONTINUOUS QUALITY IMPROVEMENT

CQI is a formal approach to analysing performance and systematically improving it through ongoing efforts. The figure below illustrates the constructive CQI process whereby selected sites are assessed to gauge the extent of service delivery performance. The assessment considers: compliance to quality standards; performance against quality indicators and guidelines; identified gaps; on-site monitoring of remedial plans and actions put in place; as well as regular re-assessment of the impact of remedial plans on the identified gaps. The process in the figure below is in line with the guide in chapter 10 of the National Guidelines for VMMC (2016), which provides extensive information on each of the CQI steps.
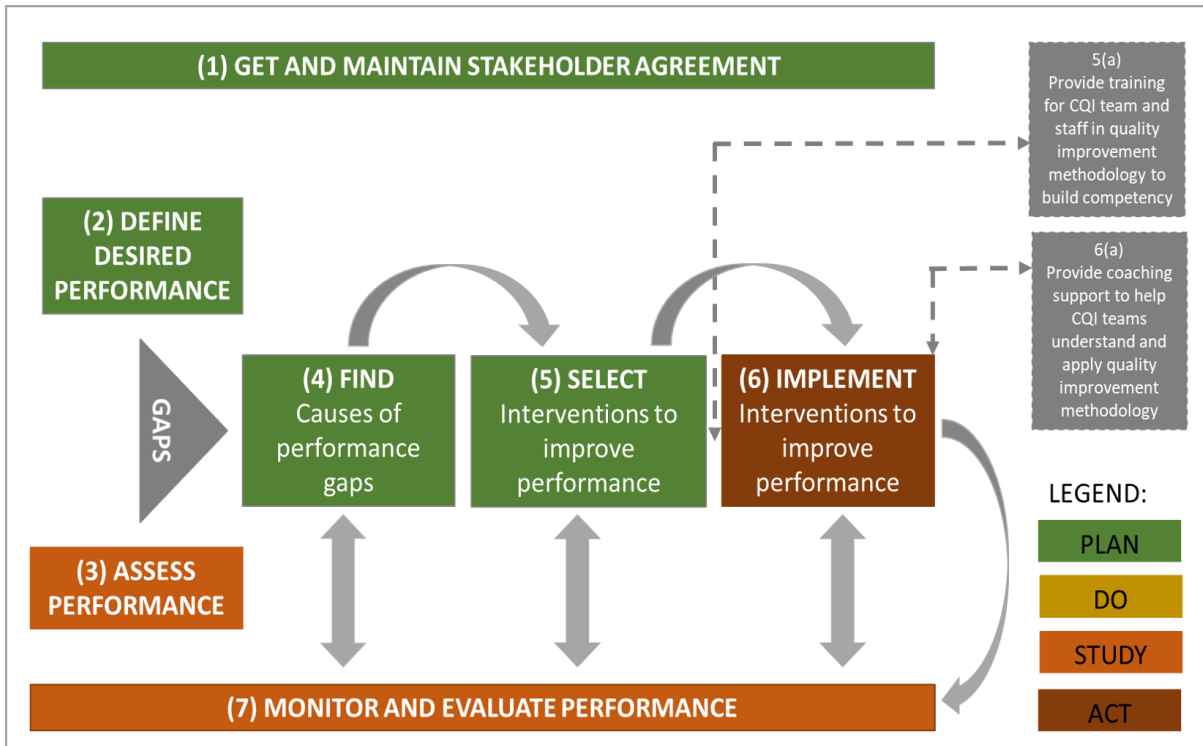
Figure 11: VMMC CQI process in accordance with the SA VMMC guidelines

ANNUAL EXTERNAL QUALITY ASSESSMENTS

To further enhance the safety and quality of services and to ensure that VMMC services meet global standards, it is recommended that national conduct annual EQAs. The objective of an EQA is to monitor VMMC service delivery programmes by conducting assessments of implementing partners and their sites; to assure that all VMMC service provisions meet appropriate standards and clinical practices. National developed an EQA findings report template that can be used by the EQA implementing partners to present results from the process.

8. RISK MANAGEMENT

→ Annexure 2: (Implementing partner QA manager obligations)
→ Annexure 3 (Contract risk management process, risk form, risk register, anticipated risks register)
→ Monthly progress reporting
→ SLA Section 11.5 (Implementing partner information on access to information)
→ RT35 Section 3.1.4.5 (Implementing partner information on access to information)
→ SLA Section 9 (Implementing partner QA obligations)
→ RT35 Sections 3.1.1, 3.1.5.2.6 (Implementing partner QA obligations)

A risk is any event that could hinder the implementation of the SLA contract and prevent the VMMC programme from progressing as planned, or from achieving successful completion and subsequently

its defined objectives. One of the most important duties of contract managers regarding commercial contracts, such as the SLA and RT35, is the accurate identification and proper treatment of commercial contract-related risk issues. There are two broad categories of commercial contractual risks[4]:

- **Liability risk:** e.g. breach of contract issues, claims, warranty problems, terminations, intellectual property infringement charges, alleged confidentiality disclosures, disputes, and litigation; and;

- **Business risks**: e.g. poor relationships, failure to obtain objectives, bad public relations, declining morale, instability, weakening of brand integrity, loss of goodwill, and reduced revenue or profits.

Commercial contractual risk management involves the calculated actions to reduce the severity, frequency and unpredictability of damages, losses, and claims. Although, to some extent, it also involves managing the occurrence of negative events that threaten the VMMC programme operations. The figure below provides a sequential contract risk management process to be followed by the contract manager and any VMMC DOH officials and implementing partners who bring a risk to the attention of the contract manager.

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[4] read.nxtbook.com/ncma/contractmanagement/january2014/managingcontractualriskissues.html
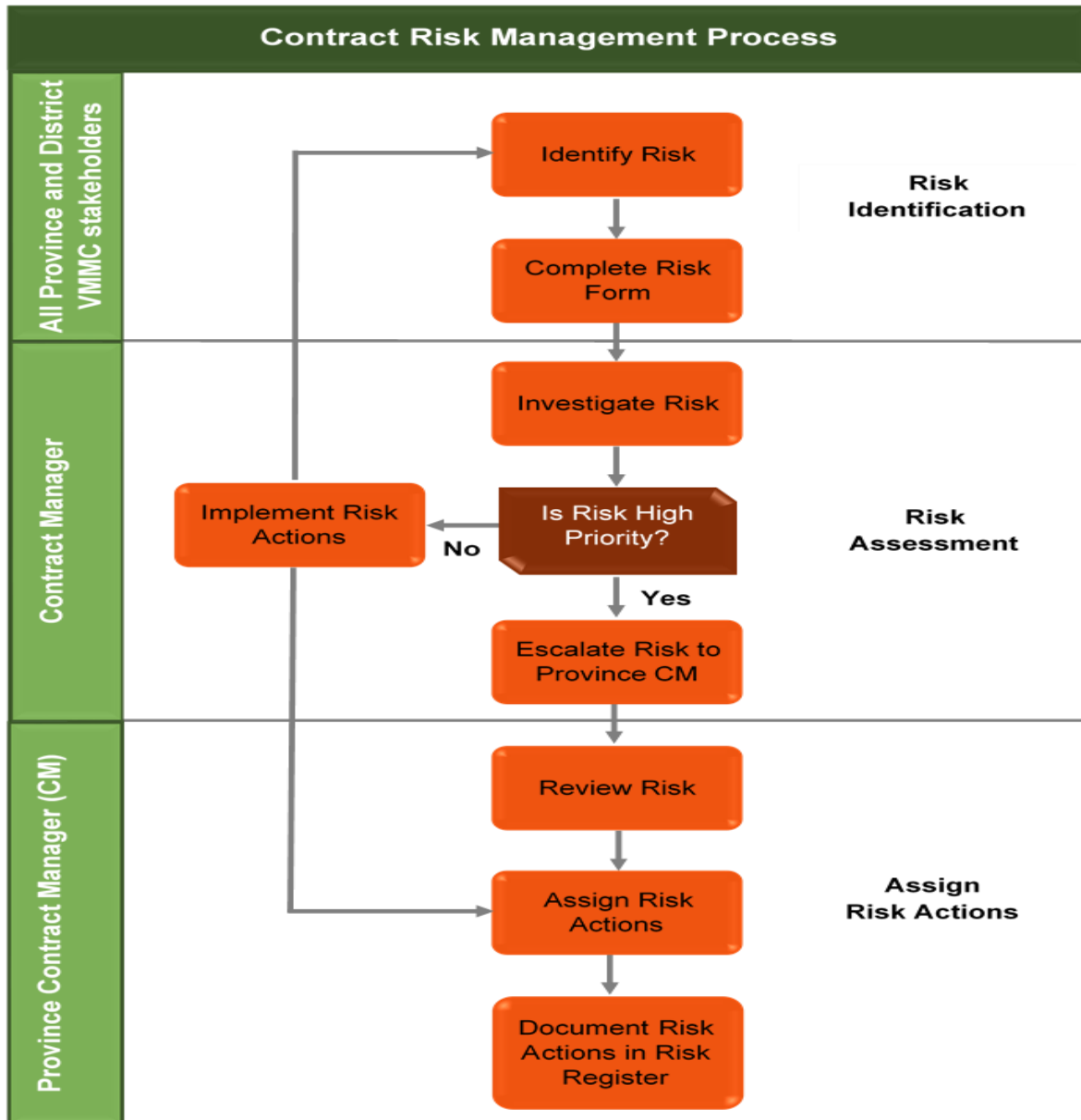
Figure 12: Contract risk management process (see Annexure 3)

Annexure 3 provides detailed descriptions of the risk management steps. The contract manager also relies on the rest of the district and province PMU teams in the identification of risks. Risk awareness requires that every programme team member be aware of what constitutes a risk to the programme and being sensitive to specific events or factors that could potentially impact the programme in a negative, or even positive way.

Any new risks identified will have to be classified using the risk identification matrix in the table below. The matrix determines:

1. The risk consequences (minor, moderate or severe);
2. The likelihood of the risk occurring (rare, likely, almost certain) – if it's a contingency risk;
3. The severity of the risk consequences (low risk, medium risk, high risk).

In determining the risk priority, the contract manager must consider whether the risk is likely to affect the five key aspects of the programme performance: deliverables, quality, timeframes/scheduled targets, resources and budget.

Table 8: Risk identification matrix

Risk Identification Matrix		What are the risk consequences?		
		A. Minor	**B. Moderate**	**C. Severe**
What is the likelihood of the event?	**3. Almost certain**	Medium	High	High
	2. Likely	Low	Medium	High
	1. Rare	Low	Low	Medium

The risk form in Annexure 3 can be used by anyone who identifies a risk. This will be submitted to the contract manager who will follow the process previously stipulated, and who will use the risk register in Annexure 3 to document said risk.

Unexpected risks will occur during the programme lifecycle. However, some risks may be obvious and can be identified and planned for prior to the programme kick-off as part of risk contingency planning. Contingency planning is the development of responses in advance for various possible future situations that might impact the programme. Although negative events probably come to mind first, a good contingency plan should also address positive events that might disrupt programme operations - such as a very large number of clients (demand) for circumcision.

Contingency planning explains the steps to be taken when a risk identified occurs, in order to reduce its impact. The Anticipated Risks Register in Annexure 3 can be used to plan for obvious risks. in Annexure 3 also provides an illustration of risk contingency planning.

CONTRACT MANAGER RESPONSIBILITIES

The contract manager is responsible for monitoring the quality of the contract and progress towards VMMC deliverables by the appointed implementing partners. As stipulated in Section 11.5 of the SLA contract and Section 3.1.4.5 of the RT35 contract, the implementing partner is required to give the province and district full access to all information, books, and records relating to VMMC work. The contract manager's responsibilities in the quality systems listed in the preceding section are outlined in the table below.

Table 9: District contract manager's QA and reporting obligations

Activity	Contract Manager's Responsibilities
Monthly Monitoring	- Submit monthly progress reports on the last working day of the month to province, via email. - Validate monthly data submissions from the implementing partners - Ensure that the implementing partner has confirmed a schedule for the required monthly CQI meetings, which are the responsibility of the implementing partners' QA manager to conduct. - Take part in monthly CQI meetings and produce minutes to accompany the monthly progress report.
Ad-Hoc DQA	- Monitor monthly VMMC data for DHIS discrepancies and a high rate of adverse events, which are the primary criteria that determine the necessity for a site DQA. - Compile a Data Quality Assessment (DQA) findings report. The report is to be submitted within five days of the DQA completion, to the province, via email. The province will share the report with the implementing partners to develop an actional plan for the recommended mitigation measures.
Quarterly CQI	- Overall, the contract manager's responsibility is supervising planning and execution, which entails the following: - Schedule CQI assessments. - During the Site Readiness Assessment, which is executed by the implementing partners, ensure that the district VMMC PMU appoints individuals to form the Quality Improvement (QI) team. The team should be made up of about four people, which includes representation from the province and the district, as well as the implementing partners' QA manager (Annexure 2). - The implementing partners' QA manager is responsible for overseeing and coordinating the CQI assessment. The contract manager must, therefore, ensure that the QI team, led by the QA manager, is equipped to carry out the CQI assessment, which includes the following: - Securing copies of the CQI tool and report; - Booking appointments with the selected sites, via the facility manager; - Finalising the CQI timeline per site; - Reviewing the implementing partners' CQI report and validating the content before it is sent off to national; - Supervising the implementation of the implementing partners' CQI action plan, which is submitted to the district and province along with the CQI report.
Annual EQA	- Participate in the EQA assessment, either as an observer or an assessor. The actual role will be determined during the planning for the EQA. - Not responsible for the final report, but will participate in the report writing.
Risk Management	- Collect risk forms form the respective district officials/implementing partners whenever a risk is identified. - Develop and implement effective risk management strategies for identified risks. - Document all reported risks in the risk register in Annexure 3. - Keep the anticipated risk register in Annexure 3 updated and record any new potential risks. - Request a risk management analysis report from implementing partners, where necessary. - Execute contract close-out to handle risks and ensure that the contract close-out process in section 4.2.1 of this manual factors in risk management. - Capacitate district PMU and relevant district officials and implementing partners in risk awareness, so they are equipped to identify risks and raise them with the contract manager. This can be done through regular workshops and lesson learned sessions.

PDOH RESPONSIBILITIES

The table below provides an overview of the province's obligations in ensuring quality assurance, as well as reporting.

Table 10: Province's QA and reporting obligations

Activity	Provincial Department of Health Responsibilities
Once-Off	• Arranging kick-off meeting with implementing partners, which should include the contract manager. • Ensuring that the implementing partner submits an Inception Report before they commence with VMMC activities or carry out the Site Readiness Assessment. This report details the work plan, key activities and timelines for the work (to be agreed upon with the province). The report should also be shared with the respective districts, to help them with planning for implementing partners and site allocation.
Monthly Monitoring	• Review contract manager's progress reports. • Authorise invoice payments for the implementing partners, after reviewing the contract manager's verification report.
Ad-Hoc DQA	• Review contract manager's DQA findings report. • Ensure that the implementing partner submits a Data Quality Improvement Plan based on the DQA findings, within seven days of receiving the DQA findings report.
Quarterly CQI	• Participate in the CQI assessment, in the manner determined by the district PMU team.
Annual EQA	• Facilitate and participate in the EQA, in the manner determined by the DOH officials and implementing partners appointed by national.
Risk Management	• Provide oversight and support the contract manager in managing risks, especially where the necessary risk mitigation action can only be authorised by the province.

IMPLEMENTING PARTNER RESPONSIBILITIES

Section 9 of the SLA contract, and Sections 3.1.1 and 3.1.5.2.6 of the RT35 contract, provide a comprehensive list of the implementing partners' obligations with respect to quality assurance, within the context of the defined quality systems in section 7.1 above. The table below offers a summary of the implementing partners' key quality assurance responsibilities, although this is not limited to these specifications. The implementing partners' QA manager is accountable for the execution of these tasks.

Table 11: Implementing partners' QA and reporting obligations

Activity	Implementing partners' Responsibilities
Once-Off	• Inception Report. • Site Readiness Assessment. • Conduct baseline quality assessments on performance of all sites against standards in the national VMMC guidelines. • Establish quality improvement teams.
Monthly Monitoring	• Conduct monthly CQI meetings and develop a CQI action plan to close gaps identified in all CQI and EQA activities.

	• Submit the following reports to the contract manager for distribution to the province and national: CQI Action Plan, AE Report, and follow-up rates using DOH reporting tools.
Ad-Hoc DQA	• Address DQA findings.
Quarterly CQI	• Oversee and coordinate their internal QA, DQA and CQI and compile reports for submission to district, provincial and national DOH VMMC programme and HAST teams. • Develop and implement a CQI action plan to address and close any gaps identified; compile comprehensive reports on CQI evaluations and submit to NDOH; • Conduct quality re-assessments to determine whether a particular site is improving after CQI support visits. • Provide mentorship and support to enable staff to address gaps identified in CQI assessments. • Conduct CQI training workshops (at least two per annum).
Annual EQA	• Oversee and coordinate EQA, DQA and CQI and compile reports for submission to district, provincial and national DOH VMMC programme and HAST teams. • Submit the following reports to the contract manager for distribution to the province and national: CQI Action Plan, AE Report, and follow-up rates using DOH reporting tools.
Risk Management	• Implement the SOP protocol for VMMC AEs to monitor and address adverse events in all VMMC sites of operation. • Develop and submit an AE action plan to resolve AE incidents.

TEMPLATES AND RELEVANT DOCUMENTS

The table below provides a summary of all the templates and relevant documents necessary for the contract manager to execute the duties listed in this chapter.

Table 12: Summary of service level management chapter templates and relevant documents

Activity	Template	Relevant Documents
Monthly Data Monitoring	Monthly progress reports Programme management and reporting calendar	DHMIS Policy (2016) WPGs
Ad-Hoc DQA	DQA findings report	National DQA Strategy (Version 1, October 2019).
Quarterly CQI	Programme management and reporting calendar	National Guidelines for VMMC (2016) – Chapter 10
Annual EQA	N/A	National Guidelines for VMMC (2016) – Chapter 10
Risk Management	Risk Form Risk Register	N/A

9. DISPUTE RESOLUTION

→ SLA Section 19 (Dispute resolution)
→ Annexure 7 (Policy violation, contract breach, disputes and penalties register)

Section 19 of the SLA stipulates what happens when any dispute arises from the interpretation, application, or implementation of the SLA.

CONTRACT MANAGER RESPONSIBILITIES

According to Section 19, an Independent Expert (IE) is responsible for resolving disputes, which also includes disputes involving the province, district, and respective contract managers.

OTHER DOH AND IMPLEMENTING PARTNER RESPONSIBILITIES

Section 19 of the SLA contract provides detailed steps on fast-tracking disputes, should the disputing parties fail to reach a resolution, independent of third-party interference.

TEMPLATES AND RELEVANT DOCUMENTs

Policy violation, contract breach, disputes and penalties registers are provided in Annexure 7 to help the contract manager keep track of contract breaches and plan for potential impact on the district.

10. BREACH AND TERMINATION

→ SLA Section 18 (Breach and termination)
→ Annexure 7 (Policy violation, contract breach, disputes and penalties register)

A breach of contract occurs when the terms and conditions of a contract/agreement are violated, when one party fails to fulfil its promises according to the provisions of the agreement. In the context of the VMMC SLA and RT35 contracts, a contract breach will occur when the implementing partners do not honour the stipulated contract obligations, as listed in Section 9 of the SLA contract. This also applies to the province honouring their obligations, as the second signing party in the SLA agreement.

Section 18 of the SLA stipulates what happens in the event of a breach of the agreement by either party or their entitlement to terminate the contract, meaning it will end prior to it being fully performed by the signing parties. An example of such breaches that may result in termination include:

- Failure to take remedial action on policy violations by the service provider and the service provider's subcontractors;

- Non-reporting of severe AEs by either the service provider or the service provider's subcontractors.

CONTRACT MANAGER RESPONSIBILITIES

The contract manager is not responsible for resolving, or making decisions on contract breaches. However, they should be aware of what action is required of them in the event of possible contract termination.

OTHER DISTRICT DOH AND IMPLEMENTING PARTNER RESPONSIBILITIES

The aggrieved contract breach party (province or implementing partners) is entitled to the actions listed in Section 18 of the SLA contract.

TEMPLATES AND RELEVANT DOCUMENTS

Policy violation, contract breach, disputes and penalties registers help the contract manager keep track of contract breaches and plan for potential impact on the district.

11. FRAUD AND CORRUPTION

→ SLA Section 22 (Fraud and corruption)
→ Close-out documents (report, checklist, and certificate) in case of contract termination

Section 22 of the SLA stipulates what happens if acts of fraud or corruption are performed by any of the parties in the SLA Agreement, or any third-party involved directly or indirectly in the SLA. According to this clause, should it be found that at any stage of the SLA prior (including negotiations) or subsequent to the effective date, as well as upon and after termination of the contract, any of the parties and third parties involved directly and indirectly in the SLA, has committed or contemplated acts of fraud or corruption the SLA contract will be terminated immediately.

CONTRACT MANAGER RESPONSIBILITIES

The contract manager is not responsible for resolving fraud or corruption cases. However, they should be aware of what is required of them to respond in the event of possible contract termination or remedial action that affects the implementation of the VMMC programme in the district.

OTHER DOH OR IMPLEMENTING PARTNER RESPONSIBILITIES

Provinces have the authority to action termination based on fraud or corruption.

TEMPLATES AND RELEVANT DOCUMENTS

In the event that the contract is terminated, the contract manager should use a checklist to complete the contract close-out process.

12. AUDITS AND INSPECTIONS

→ SLA contract Section 23 (Audits and inspection procedures)
→ VMMC Statistics Verification form and report

Section 23 of the SLA contract binds the implementing partners to the following audit- and inspection-related procedures that the province may conduct through their internal or external auditors:

- **Financial records:** Undertake a complete audit of the implementing partners' financial records pertaining to the VMMC programme to confirm the accuracy of transactions, and the inflow of payments to or from various sources and calculation of reserves; and;
- **Statistics verification:** On a monthly basis, carry out verification of VMMC statistics reported by implementing partners by means of electronic systems and manual processes.

CONTRACT MANAGER RESPONSIBILITIES

Chapter 6 of this manual has made provisions for the audit and inspection responsibilities of the contract manager. This also includes the monthly VMMC statistics verification.

OTHER DISTRICT DOH AND IMPLEMENTING PARTNER RESPONSIBILITIES

Chapter 6 of this manual has also made provisions for the audit and inspection responsibilities of the implementing partners and the province.

TEMPLATES AND RELEVANT DOCUMENTS

Chapter 6 of this manual has also made provisions for the audit and inspection templates and relevant documents.

13. SLA DURATION AND CLOSE-OUT

→ Contract Close-out report template, checklist, and certificate

CONTRACT MANAGER RESPONSIBILITIES

Once the contract is in effect from the signing date, the contract manager's responsibility is simply to be aware of the contract duration, and begin a contract close-out process once the period of the contract is due to lapse. This is irrespective of whether a new contract may be signed with the same implementing partners - the existing contract needs to be properly closed out.

Closing-out of a contract inherently means bringing the contract to an orderly end and verifying that all the deliverables are complete. As a result, project close-out is usually the last task in contract administration. Each activity in the contract must be finalised and all work that has been completed, or cancelled work, must be documented and communicated to the relevant parties and implementing partners and district officials. The close-out process does not only apply to contracts that have reached the completion stage, but to contracts that were terminated before reaching the completion stage. It is important to close a contract, even if the contract gets terminated, as this will help the managing parties to reflect on what can be learned to improve future programmes.

In consultation with the relevant implementing partners and district officials at the province, the contract manager is required to produce a Contract Close-Out Report which should be developed and signed by both the delivering (implementing partners) and accepting parties (province) once the contract has concluded. At a minimum, a close-out report should include:

1. Confirmation of the programme closure;
2. Analysis of the contract performance;
3. Signature to confirm acceptance (including conditions if applicable) of the deliverable; and;
4. Lessons learned.

The contract manager will need to determine the contribution that they will require from the province and the implementing partners, based on a contract close-out report, checklist and certificate, and communicate these requirements to each of the DOH officials and implementing partners.

OTHER DOH AND IMPLEMENTING PARTNER RESPONSIBILITIES

The province and the implementing partners are required to contribute to the contract close-out report, as determined by the contract manager. Once the report and contract close-out process are finalised, the DOH officials and implementing partners are required to sign the contract close-out certificate.

TEMPLATES AND RELEVANT DOCUMENTS

The table below provides a summary of the templates the contract manager will use to execute tasks discussed in this chapter.

Table 13: Summary of duration chapter templates and relevant documents

Activity/Contract Item	Templates	Relevant Documents
Duration	N/A	N/A
Contract Close-Out	Contract close-out report template Contract close-out checklist Contract close-out certificate	N/A

ANNEXURE 1:

VMMC operational readiness checklist

VMMC OPERATIONAL READINESS CHECKLIST			
Prepared by district/contract manager:		District:	
Name of facility manager:		Date Prepared:	
Province:		Contact Number/Email:	

Tick	Actions Items
	Get a copy of the signed RT35 contract and familiarise yourself with the terms of reference.
	Get a copy of the signed SLA contract(s) and familiarise yourself with the terms of reference.
	Confirm date of kick-off meeting arranged by province.
	Get a copy of the Inception Report submitted to the province by the implementing partners.
	Schedule a district meeting with the implementing partner(s) and prepare for the following, although not limited: • Review of the Inception Report, where necessary; • Site allocation; • Scheduling of Site Readiness Assessment.
	Supervise and support the implementing partners in the completion of the Site Readiness Assessment using the site readiness assessment tool provided in this Annexure.
	Ensure that the implementing partner passes the Site Readiness Assessment based on the non-negotiables in the assessment tool.
	Confirm Service Level Management and Reporting schedule with relevant district officials and implementing partners using a RACI Matrix Template that the contract manager can develop. This includes schedules for monitoring, reporting, and quality assurance assessments for the contract manager and implementing partners.
	Establish a preliminary schedule of meetings between the implementing partners, province and district.
	Follow up on the implementing partner Inception Report and any actionable items in it.

ANNEXURE 2:

- VMMC districts and targets

- Implementing partners' reporting obligations

- Implementing partners' key personnel and their key competencies in accordance with the RT35

Table 14: VMMC districts and targets

Province	District	VMMC Targets
Eastern Cape	Sarah Baartman	2198
	Joe Gqabi	1735
	Nelson Mandela	5519
Free State	Fezile Dabi	6739
	Motheo/Mangaung	11099
	Xhariep	1993
Gauteng	West Rand	13528
Kwa-Zulu Natal	Amajuba	7587
	iLembe	9922
	uMzinyathi	7296
	uMkhanyakude	9909
Limpopo	Sekhukhune	7037
	Vhembe	8364
	Waterberg	4465
Mpumalanga	Gert Sibande	18145
North West	Dr R.S. Mompati	5461
Northern Cape	Frances Baard	6282
	JT Gaetsewe	4030
	Namakwa	2295

Table 15: Implementing partners' reporting obligations

Reporting Period	Required Report(s)
Once-Off	(1) Inception Report (see RT35, Section 3.1.4.1 and SLA, Section 11.1): • The implementing partner is required to submit this report to province after the initial meeting. To aid with monitoring, the contract manager should familiarise themselves with the submitted report which details the implementing partners' detailing of the work plan, key activities and timelines for the work. (2) Site Readiness Assessment Report.
Monthly	(3) Performance Report (see RT35, Section 3.1.4.3 and SLA, Section 11.3): • Outlines the number of circumcisions conducted by the contracted general practitioners (GPs).
Quarterly	(4) Quarterly Reports (see RT35, Section 3.1.4.2 and SLA, Section 11.2): • Report provides a summary of operations and progress, including: challenges, strengths and recommendations; submitted to the VMMC programme at national, provincial and relevant district.
Biannually	(5) Information Reports (see RT35, Section 24.1.1): • All implementing partners are required to submit information reports regarding the number of districts they have entered into service level agreements with, including the number of procedures and values thereof, via email on a six-monthly basis to NT. The contract manager is required to facilitate this process and validate the information in the report before submission to NT. See Section 24.1.1 of the RT35 for a reporting timeline. RT35 (Section 24.1.1) implementing partner information reports timeline: _(see table below)_

Period	To reach the office on the following dates:
1 November 2019 - 30 April 2020	10 May 2020
1 May 2020 - 31 October 2020	10 November 2020
1 November 2020 - 30 April 2021	10 May 2021
1 May 2021 - 31 October 2021	10 November 2021
1 November 2021 - 30 April 2022	10 May 2022
1 May 2022 - 31 October 2022	10 November 2022
1 November 2022 - 31 March 2023	10 April 2023

Table 16: Implementing partners' key personnel and their key competencies in accordance with the RT35

Key Personnel	Key Responsibility	Key Required Competency
Chief Executive Officer (CEO)	Responsible for overall technical leadership and management of the contract and will serve as the principal liaison with the province.	• Degree in management, international development, public health policy; • At least 10 years of relevant experience in planning, managing, leadership and evidence-based decision making in VMMC or HIV/AIDS service delivery programmes preferably in South Africa.
Senior Technical Advisor	Works under the direction of the CEO to design, implement and manage all technical aspects of the programmes and to provide regular support and mentorship to all service delivery sites.	• MBChB or four years Professional Nursing degree; • Proof of registration with the HPCSA; • At least 10 years of experience working in HIV/AIDS, VMMC, preferably in South Africa.
Director, Financial Management and Operations	Responsible for overall financial management and administration of the contract.	• Degree in Financial Management, Business Administration, Finance, Accounting or other relevant field, or a Bachelor's or Certified Accounting degree with 10 years of experience; • Five years of relevant government finance working experience; • 10 years accounting, operations and financial management of large-scale, governmental programmes.
Senior Monitoring and Evaluation Advisor	Leads the monitoring and evaluation for this programme.	
Demand Creation Advisor	Leads the planning and implementation of demand creation activities for this programme.	
QA Manager	Leads the quality assurance management of the VMMC programme.	

ANNEXURE 3:

- Contract Risk Management Process

- Risk Form
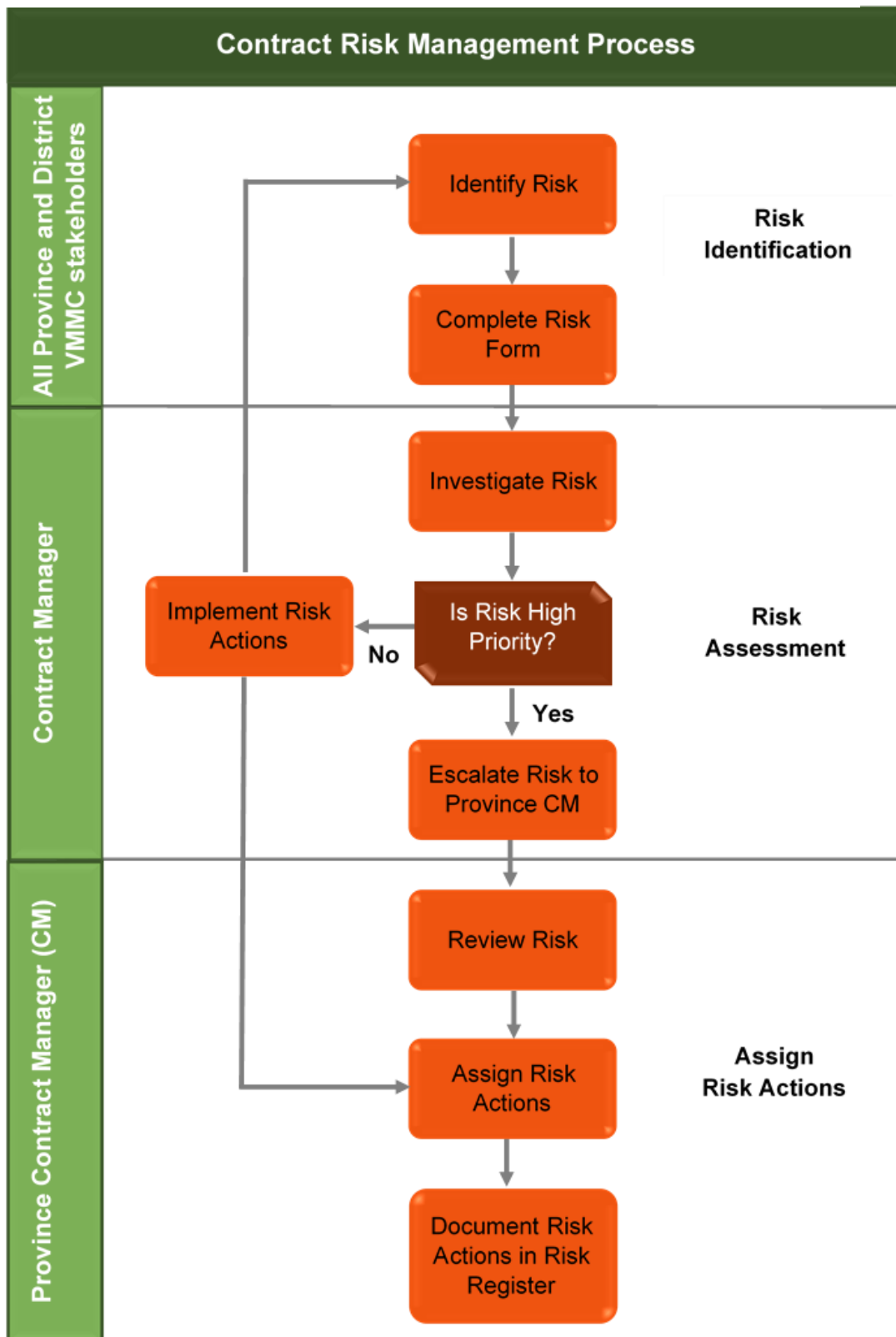
- Risk Register

- Anticipated Risks Register

Figure 13: Contract risk management process

Table 17: Risk Form

RISK FORM	
PROJECT DETAILS	
Project Name:	
Project Number:	
Project Manager:	
RISK DETAILS	
Risk ID:	[Unique identifier assigned to this risk]
Risk raised by:	[Name of person who is raising this risk]
Date raised:	[Date of completion of this form]
Risk description: *Briefly describe the identified risk and its likely impact on the project (e.g. scope, resources, deliverables, timescales and/or budgets), should it occur.*	
Risk Likelihood: *Describe and rate the likelihood that the risk will eventuate (i.e. low, medium or high).*	Risk Impact: *Describe and rate the impact on the project if the risk eventuates (i.e. low, medium or high).*
RISK MITIGATION	
Recommended preventative actions: *Describe briefly the actions to be taken to prevent the risk from eventuating:*	
Recommended contingent actions: *Describe briefly the actions to be taken if the risk eventuates, to minimise its impact on the project:*	
Supporting documentation: *Reference any supporting documentation used to substantiate this risk:*	
Signature: Date: _____ _____ / _____ / _____ PLEASE FORWARD THIS FORM TO THE PROJECT MANAGER FOR ACTION	

Table 18: Contract risk management risk register

RISK REGISTER

District name:

Name of contract manager:

Risk Summary				Description					Preventative Actions			Contingency Actions		
ID	Date Raised	Raised By	Received By	Description of Risk	Description of Impact	Likelihood Rating	Impact Rating	Priority Rating	Preventative Actions	Action Resource	Action Date	Contingency Actions	Action Resource	Action Date

Table 19: Contingency planning – anticipated risks plan

ANTICIPATED RISKS PLAN										
Project Stage	**ID.**	**Anticipated Risk**	**Anticipated Impact**	**Likelihood Rating**	**Consequence Rating**	**Impact Rating**	**Preventative/ Mitigation Action**	**Action Resource**	**Contingent Actions**	**Action Resource**
(1) Planning										
(2) Execution										
(3) Post-Execution										

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