

Questions to OCCG Board

The committee responsible for decisions (as required under the delegation from NHS England) is the Oxfordshire Primary Care Commissioning Committee not the OCCG Board.

1. In relation to the re-tender of the Deer Park Medical Centre contract, why was the procurement period for only 5 weeks' duration? OCCG has referred to this as being in keeping with "Procurement law"; please specify the legal authority and/or name of Statutory provision referred to. Please specify the duration of time relating to the previous contract procurement with Virgin Care in 2015.

What the CCG has stated was that the 5-week period during which prospective bidders could express interest and submit bids was judged by our procurement leads to be appropriate for a contract of this size and type. The 35 days was discussed and agreed with commissioners prior to publication and is in line with other healthcare procurements of this type.

EU regulations do not specify a minimum amount of time for healthcare procurements, only that it should be appropriate. For other (non-healthcare) procurements, EU Regulations state a minimum of 30 days.

The procurement period also included a further 3 months of evaluation, including two presentation/clarification meetings with Virgin Care as the sole bidder. The evaluation period was extended to ensure that Virgin Care were aware that commissioners had concerns about their proposed clinical model and to provide them with sufficient time to consider adjusting their model to increase their chances of winning the contract.

The original contract with Virgin Care was procured by Oxfordshire PCT in 2010 (prior to the CCG being established) and we do not have any information relating to this original procurement.

2. Please specify how many bids were received from prospective providers in relation to the provision of services at Deer Park Medical Centre during the procurement process in 2016.

One bid was received.

3. Why no contract was awarded to any bidder and why OCCG did not agree to renew its APMS contract with Virgin Care?

The bid submitted was evaluated but did not meet the required standard for the contract to be awarded. The clinical model offered (which differs from the current service supplied by Virgin at the practice) did not give us assurance that they would be able to consistently provide the services to the standard required.

The existing APMS contract with Virgin Care had been for 5 years and extended by a year to November 2016; this had then been further extended to 31 March 2017. Both these extensions have incurred additional cost over and above the contract. As it was a contract that had come to an end we are required to retender not just renew with the incumbent provider.

4. Why did OCCG not carry out a second procurement process?

Given the lack of response to this procurement it was considered that a further process was very unlikely to produce a different result. This limited response has also been seen elsewhere when tendering for small practices.

5. Does OCCG claim to have no legal duty to consult with patients and the public?
6. If so, on what grounds does OCCG claim not to have a legal duty of patient and public consultation?

We do not claim to have no legal duty to consult.

7. Does OCCG claim to have no legal duty to consult with the Local Authority Health Overview and Scrutiny Committee?
8. On what basis does OCCG claim not to have a duty of consultation with the Local Authority Health Overview and Scrutiny Committee? If the grounds claimed are that the impact of services was not a “substantial change”, please explain on what basis OCCG claims the change is not substantial.

We do not claim to have no legal duty to consult with the Health Overview and Scrutiny Committee.

9. Why did OCCG consult “confidentially” with Cllr Constance the Chair of the Oxfordshire Joint Health Overview and Scrutiny Committee?

Our standard way of raising issues with the HOSC is via the Chair. This is done through conversations, email briefings and meetings. Following our briefings the Chair would determine what needs to be raised with the full Committee.

10. In the light of the letter received from the Chief Executive and Deputy Chief Executive of OCCG, that OCCG “took the decision to close Deer Park Medical Practice”, please specify the date of that decision and the location of the record of it.

At the confidential session of its meeting on 4 August 2016 the Oxfordshire Primary Care Commissioning Committee (OPCCC) reviewed the options for future provision of medical services following termination of current contract for the patients of Deer Park. OPCCC determined that more information was required before a decision

could be made and that a virtual meeting would be held to deliberate and decide on the appropriate course of action. A paper was circulated to all OPCCC members on 18 August 2016 and members responded by 19 August 2016 and it was concluded that the only available option was to allow the practice to close and to 'disperse' the patient list (this is asking patients to register with another practice who are still accepting patients). Ahead of the decision, other local practices were consulted on a confidential basis to confirm that there would be sufficient capacity to absorb the patients in a safe and managed way. This was reported publically at the OPCCC on 6 October 2016 in paragraph 1.3 of the Head of Primary Care's report which is available [here](#).

11. The reason why the Impact Assessment and Action Plan dated 18th October 2016 was only completed 2 months following contract decisions in respect of DPMC?

The CCG has been considering the potential impact of possible closure of Deer Park since the evaluation phase of the procurement process in June and July. This highlighted a risk that the contract might not be awarded and, ahead of the final decision on whether to award the contract, the three practices in Witney were contacted by phone and by email to discuss their capacity to take patients from Deer Park should the contract not be awarded.

Work started on putting together a formal Impact Assessment and Action Plan on 6th September at a meeting between the Senior Commissioning Manager for Primary Care and partners and practice managers of the three other Witney practices. At this meeting, the likely impact of the closure of Deer Park was discussed, together with options for mitigating the impact. It was agreed that the Impact Assessment should be developed by the CCG in consultation with the practices and the first draft was sent to practice managers on 12th September for review. Following further development by the practices, the second draft was shared with Virgin Care early in October and finalised.

It should be noted that actions to mitigate the impact of the Deer Park closure have been implemented alongside development of the Action Plan. In particular, meetings with Virgin Care to discuss extending the contract until the end of March commenced on 23rd August.

12. With regard to the Impact Assessment, and OCCG's agreed actions to mitigate the risks identified to vulnerable and chronic disease patients, please explain how OCCG intend to "work with Virgin Care" in identifying those patients with a view to providing them with support in registering elsewhere and how those patients will be identified to OCCG without breaching patient confidentiality?

GPs at Deer Park have identified their most vulnerable patients and Virgin Care will ensure that all of these patients have been able to register elsewhere in good time

ahead of the practice closing. The GPs will also ensure that the care needs of these patients are anticipated, including ensuring that they have all required vaccinations, that care plans are up to date and that medication requirements are met. No patient records will be made available to the CCG.

13. Similarly, with regard to the risks to the stability and sustainability of neighbouring practices identified, how does Virgin Care intend to provide on behalf of OCCG “printed patient summaries” to new practices “to enable auto registration” without breaching patient confidentiality?

There is detailed guidance available to practices on the transfer of records following practice close down. Records will only be transferred to the new practice when a patient registers with the new practice. As part of their Exit Strategy, Virgin is ensuring that all summaries are up to date.

14. Please explain what OCCG mean on page 3 paragraph 6 of its Impact Assessment in clear language which is understandable and without the use of acronyms.

This paragraph refers to the provision of additional Advanced Nurse Practitioner consultations and home visits by Emergency Care Practitioners to support the practices taking on patients from Deer Park. These services are intended to free up GP time in the Witney practices so that they can focus on the particular needs of patients from Deer Park who need to see a doctor during the transition period. The services will be provided by Principal Medical Limited (PML), a Federation of Oxfordshire GPs, and will be based in the neighbourhood hub at the Windrush Medical Practice premises. EVS stands for Early Visiting Service.

15. In attempting to mitigate the risk that patients “might not be dispersed evenly to receiving practices and that individual practices might be overwhelmed”, how does OCCG intend to address the potential loss of patient choice in their preferred choice of GP and practice?

The majority of patients registered with Deer Park will be able to register with any of the three practices in Witney. As part of the support provided to patients, a letter will be sent identifying the three practices within Witney, providing guidance on their services and advising on their locations in relation to individual postcodes. Patients will therefore have an informed choice of the three practices subject to their lists being open. The CCG and the practices will be monitoring the flows of patients to these three practices and there will be a focus on ensuring that there is sufficient additional support to manage the process. If a disproportionate number of patients wish to join one particular practice, the CCG would consider a temporary list closure of that practice. In the event that a patient was not able to register at their first choice practice because of this, they would of course have the option of registering in the future when the list became open again.

16. Please specify the amount of additional funding and extra clinical resources to be allocated and/or provided to the receiving practices by OCCG as a result of the migration of Deer Park patients and the dates on which it is to be provided/expected to be provided.

No funding has been agreed for any individual practices at this point, however it has recently been agreed that the local GP Federation PML (Principal Medical Limited), will be commissioned to provide support in-kind in the form of additional home visits and nurse appointments at the local neighbourhood hub in Witney for patients of Windrush, Nuffield and Cogges. The final value of this has not yet been agreed and is dependent upon a number of factors, including the level of demand for the services. Other types of support are still under discussion with the practices. As funding follows the patients in primary care, the payments that would have been made to Deer Park will transfer to the practices receiving the patients. Where large numbers of patients transfer to a practice, that practice also receives additional funding via an adjustment in the payment formula in recognition of the additional workload due to high list turnover. It is not possible to quantify this payment in advance of patients transferring. Other types of support are still under discussion with the practices.

17. Please specify the date of the committee meeting and the location in which the OPCCG decisions not to award a contract and not to re-procure a contract are recorded.

Answered in question 10.

18. Now that you have admitted that mistakes were made regarding the closure of Deer Park Medical Centre, will OCCG retender the contract allowing for fixed contract and/or partnership if not why not?

OCCG does not believe that it has made mistakes in the approach it has taken to securing primary medical care services for the patients currently registered with Deer Park Medical Centre, although we feel that there has been useful learning from the management of such a challenging process. As stated in the response to question 4 above given the lack of response to this procurement it was considered that a further process was not likely to produce a different result. This limited response has also been seen elsewhere when tendering for small practices.

19. If OCCG are determined to continue with the Deer Park Medical Centre closure what is the OCCG plan for services on that site?

OCCG have approached all local practices to see whether they would like to take on the practice premises as a branch so that some patients could continue to receive services in their usual location, but from another practice, however this was not

considered a feasible option by any practice. This will mean that services will not be provided from the site after 31 March 2017 and the private owner will determine the future of the site.

The tender documents can be found [here](#).