

Re: Bexley CCG Governing Body (Public) Meeting (26 September 2013):

Questions from the public:

1. Anti-Coagulation Service (AQP)

Quote:

“Anti-Coagulation Service (AQP)”

“Boots have withdrawn from providing the service. The CCG clinical redesign team are organizing a second wave of procurement. The remaining provider is Cotter and Bohmer – Lubis, a consortium of 6 GP practices. We are awaiting activity and KPI report from Cotter and Bohmer – Lubis, this will be reported next month.”

- Correction: Please note Cotter and Bohmer – Lubis should read Cotter and Bohmer – **Laubis!**
- Again, it is important that the information published in public meeting papers is correct as it directly affects the public’s ability to search and obtain further information. This is the second such error relating to this contract.

Response: This is a typing error for which we apologise.

2. Questions:

1. With regard to Boots commitment to the Anti-Coagulation Service, what were the terms of the contract that was agreed in March 2013?
2. How long was the period for which Boots were contracted to provide this service?
3. How and why are Boots being allowed to walk away from this contract after only 6 months?
4. What penalty will Boots suffer as a result of breaching this contract?
5. To what extent was the fact that “There is no money in it” (Quote from Simon Evans - Evans in discussion about the Anti-Coagulation Service contract), a factor in the Boots decision to withdraw from the contract that they had previously entered into?
6. Boots ability to simply “withdraw from providing the service” would appear to suggest unexpected fragility in the procurement/contracting procedure. It appears that contracts are not robust and binding upon the contracted service provider and also without adequate penalty to dissuade them from breaching their contract? I suspect that there would be more than adequate penalty in favour of private sector service providers, should the NHS/CCG be the party in breach? (Lister Surgicentre got £53m!)
7. What steps will the CCG clinical redesign team be taking to ensure that we do not suffer similar breach of this contract in a second wave of procurement or any future procurement contracts?
8. ‘CQC’; ‘NHS Choices’ and ‘My Health London NHS’, all appear to list ‘Cotter and Bohmer – Laubis = Bellgrove Surgery’ at just the one location; 174 Bellgrove

Road welling. Is 'Cotter and Bohmer – Laubis= Bellgrove Surgery' actually a consortium of 6 GP practices?

9. Or are 'Cotter and Bohmer – Laubis= Bellgrove Surgery' sub-contracting the Anti-Coagulation service to other practices?

Response:

1. Boots: The CCG had tendered the services for anti coagulation, based on the national terms and conditions of contract and also a standard service specification. Each bidder was evaluated using their responses to these documents. Post evaluation of the submitted tenders two potential contract awards were identified and approval sought from the Governing Body to proceed to contract award.

When the CCG's procurement and contracts team then tried to finalise the contract documents with Boots, a series of issues were then raised by Boots regarding the services within the specification and their ability to provide (not provide) the services as specified. These issues sought to change/alter the terms of their offer.

Over the period April to August there been a series of discussions and negotiations with Boots to endeavor to finalise the contract, prior to their company going live and providing the services. During these discussions it was clear that Boots were not willing/ unable to provide the services in line with the services required within the contract terms. After endeavouring to resolve the situation we were unable to finalise a contract with Boots. As we were negotiating this procurement jointly with Greenwich CCG it also needs to be noted that Greenwich withdrew their offer of a contract in July to Boots.

As the contract was never "formed" and "signed" any terms relating to breach of a contract do not exist – these can only be enforced once a formal contract exists. The CCG is therefore not in a position to seek damages from Boots.

2. Cotter and Bohmer – Laubis: Is a partnership, and within the terms of the contract they may sub-contract work to other companies.

Contracts and Procurement:

- Allowing private sector, for profit, service providers to walk away from their contracted responsibilities (Boots; NHS Direct 111) and/or having to resort to buying back contracts from service providers (Lister Surgicentre £53m) who fail to maintain or achieve satisfactory standards seems wholly inappropriate. It suggests that selection of appropriate private sector service providers and the terms of contracts being entered into between the NHS/CCG's and private sector service providers, are inadequate and not fit for purpose. What action will be taken resolve this issue for all future procurement and contracts?

Response: Our procurements are based on national terms and conditions together with specifications of service – each contractor (tenderer) submits their response to these and are evaluated against their submissions. At this point a recommendation of contract award is made to the Governing Body. Once an award is approved the CCG teams finalise the contract documents with the company(ies) concerned.

However, in certain circumstances a potential contractor may then try to seek changes to the terms / specification, thereby altering their original tender. The CCG then actively works with the contractor on the basis of their tendered offer, in some instances, where the potential contractor continues to seek amendments, it may necessitate the CCG not continuing with the award of a contract. We all recognize that this is poor commercial practice by a bidder. We actively endeavor during the procurement to ensure that the contractor will not try and introduce changes during the contract signature processes.

Contracts Awarded:

Two listings of contracts awarded now appear on the website; “Contracts award register 2013 – 2014”:

(<http://www.bexleyccg.nhs.uk/Downloads/Services%20we%20commission/Contracts%20award%20register%202013-14.pdf>) and “Clinical contracts: pre 1 April 2013 (Bexley Care Trust)”

(<http://www.bexleyccg.nhs.uk/Downloads/Services%20we%20commission/Contracts%20pre%201%20April%202013%20Bexley%20Care%20Trust.pdf>). However, it is interesting to note that ‘Cotter, Bonham – Laubis / Bellgrove Surgery’ Anti-Coagulation service contract does not appear to be listed on either of these listings?

- Why does it appear to be so difficult to find the promised ‘openness and transparency’ in relation to this particular contract?
- Why do we not find any record of Specsavers or the short-lived Boots and NHS Direct 111 contracts in either of these listings?

Response: We will again review the information shown on our web-site for contracts awarded (and signed) by the CCG.

New patient data sharing scheme, Care.Data:

Under the plans, led by NHS England, all GP surgeries will be required to supply patient's personal and confidential medical information to the Health and Social Care Information Centre. Patients will be automatically signed up to have their information (which includes personal confidential data such as referrals, all NHS prescriptions and other clinical data. Identifiers (DOB, postcode, NHS number and gender)) shared on the scheme, unless they opt out! It appears that this scheme is due to start in about seven week's time.

It should be noted that patients "have the right to prevent confidential information (about you) from being shared or used for any purpose other than providing your care,"

Source: <http://www.england.nhs.uk/ourwork/tsd/care-data/gp-toolkit/>

- What arrangements have Bexley CCG put in place in order to ensure that all GP Practices are able to contact all of their patients with the appropriate information and provide adequate opportunity for patients to opt out should they wish to do so within that time frame?
- What plans have been put in place to make sure that this happens?

Response: The responsibility for the commissioning of services with GP practices and the terms of those contracts are now the responsibility of NHS England – we will provide details of a contact point for this question to be made directly to NHS England.

QEH Dermatology services.

I understand that the Dermatology Department of QEH Woolwich has been advised of the need to submit a successful bid against private sector service providers for the provision of dermatology services or they will lose it.

Obviously, as doctors within that department, with very busy schedules, they will have only limited time available for the preparation of such a bid and it is clear that as well as this demand on scarcely available time, they also lack the essential knowledge, experience, and expertise to do so effectively.

- How can this be seen as a fair system? In fact it is difficult to see it as anything other than a rigged procurement procedure, when Doctors, who have no idea or previous experience of the preparation of such bids are expected to compete against Private Sector Service Providers, who will without doubt have access to dedicated, highly skilled professional bidding teams that specialize in and have vast experience of, successful preparation of bids for such contracts.
- What professional services are NHSE and/or Bexley CCG putting at the disposal of these doctors to assist them in the preparation of a professional and viable bid which has a good chance of success against those bidding from the private sector?

Response: This is part of a procurement for a range of Consultant Led Community clinics for the Bexley population, that has been advertised under the Any Qualified Provider (AQP) contracting mechanism. This procurement and the service outline was approved (Business Case) at the Governing Body Public meeting on 25th July 2013 (a copy of this Business Case and the Governing Body paper is available via our web-site or by request).

Current providers of services, together with new providers of services are being sought through this competitive procurement.

We are not in a position to assist any bidder in the preparation of a bid for services. NHS providers should be consulting with their internal contracting teams regarding the services who will have experience of preparing tenders, they can also discuss with their professional representative bodies.