



Freedom of Information request & West Norfolk CCG response

WN-2016-00213 – Patient Transport and Ambulance Services

- 1. What is the name of the responsible officer (s) for the management of ambulance and transport services?**

NHS North Norfolk CCG publish the names of their staff on their [website](#). If you wish to contact anyone within the CCG please use the following email address: NNCCG.contactus@nhs.net or, call the main switchboard on 01263 738 100. This will then be passed onto the appropriate individual/s for a response.

NHS South Norfolk CCG publish the names of key individuals on their [website](#). If you wish to contact anyone within the CCG please use the following email address: SNCCG.communication@nhs.net or, call the main switchboard on 01603 257 100. This will then be passed onto the appropriate individual/s for a response.

NHS West Norfolk CCG publish the names of key individuals on their [website](#). If you wish to contact anyone within the CCG please use the following email address: contact.wnccg@nhs.net or, call the main switchboard on 01553 666 900. This will then be passed onto the appropriate individual/s for a response.

NHS Norwich CCG publish the names of key individuals on their [website](#). If you wish to contact anyone within the CCG please use the following email address: Norwich.ccg@nhs.net or, call the main switchboard on 01603 613 225. This will then be passed onto the appropriate individual/s for a response.

- 2. What is the name of the responsible procurement officer (s) for ambulance and transport services?**

Please see the response to question 1.

3. Did you use a procurement service or Commissioning Support Unit to commission the services?

A procurement service

a) If so, which one?

NEL Commissioning Support Unit

4. What is the geographical area of responsibility for your Trust or CCG?

This is in line with the CCG boundaries, as detailed at <https://www.england.nhs.uk/resources/ccg-maps/>

5. Who is your current provider of Non-Emergency Patient Transport Services?

SRCL Ltd

a) When did the current contract for Non Emergency Patient Transport Services begin?

1 April 2014, service began 1 October 2014.

b) What is the contracted duration of the Non Emergency Patient Transport Services contract, including the potential for extensions?

5 years.

c) Have any contract extensions been used?

No.

d) What is the annual value of the contract?

The information requested is being withheld under section 43(2) of the FOI Act. Section 43(2) of the Act provides an exemption for information, the disclosure of which would or would be likely to prejudice the commercial interests of any person (including the interests of a public authorities, like the CCG).

The information withheld under this exemption comprises details relating to a specialist service provided by SRCL Ltd. It is considered that the commercial interests of the provider would be likely to be prejudiced if we disclose the withheld information, as this information could be used by competitors to gain a significant unfair advantage when contracts with clients are being re-negotiated.

We are satisfied that there is a causal link between disclosure and prejudice to the commercial interests of the provider in:

- *Bidding on the retendering of similar contracts with CCGs in future;*
- *Bidding on other contracts with CCGs who would know what the provider have agreed to in the past; and*

- *Bidding on other contracts with potential clients.*

We consider that SRCL Ltd's competitors would have an unfair advantage in future bids for this and other similar contracts in that disclosure would provide them with information for which in relation to their competitors there is no reciprocity which would enable them to:

- *Copy that model,*
- *Accurately undercut the costs when competing for bids in general,*
- *Target their efforts at undermining the SRCL Ltd's pricing,*
- *Benefit from the experience, analysis, knowhow, strategy and approach of SRCL Ltd in designing their own model and pricing schemes.*

As this is a qualified exemption we must consider whether the public interest in withholding the information outweighs the public interest in disclosing it.

Factors in favour of disclosure of the information are as follows:

1. *Furthering the understanding of and participation in the public debate of issues of the day.*
2. *Promoting accountability and transparency by public authorities for decisions taken by them and in the spending of public money.*

Factors in favour of non-disclosure:

1. *SCRL Ltd has very recently been put up for sale by its US owner due to financial issues so there is great uncertainty in the market at this current time regarding the NEPTS service being provided. The CCG do not consider it to be in the best interests of the provider, nor in the best interests of the patients receiving the service to release this information at this time. Premature disclosure of sensitive information may result in further uncertainty being cast onto the current service being provided.*
2. *There is a strong public interest in ensuring that the commercial interests of the companies providing the services are not prejudiced. If such prejudice occurs it would enable competitors to undercut the organisations when bidding for contracts of a similar nature. This could in turn impact negatively on the provider's business confidence.*
3. *There is a public interest in the protection of confidential material submitted in confidence in procurement processes and that public bodies are compliant with clear contractual obligations*
4. *It would not be in the public interest to disclose sensitive information about a particular company if that information would be likely to be used by competitors to gain a competitive advantage.*
5. *There is a strong public interest in avoiding unwarranted prejudice to the commercial interests of any parties.*

The CCG recognise that there is a public interest in the disclosure of information which facilitates the accountability and transparency of public bodies for decisions taken by them. However, the CCG does not consider that it would be in the public interest to damage the provider's commercial position by disclosure of current commercially sensitive pricing information, which would be relied upon by their competitors to obtain a commercial advantage in upcoming procurements. On balance the CCG considers that the public interest in favour of disclosure is outweighed by the public interest in favour of maintaining the exemption in this case.

e) When is the scheduled date for the contract re-tender OJEU notice to be published?

Not yet determined

f) When is the scheduled date for the re-tender procurement exercise to be begin?

Not yet determined

g) When is the scheduled date for the award of re-tendered contract?

Not yet determined

h) When is the scheduled date for the retendered contract to be awarded?

Not yet determined

i) How many patient journeys were contracted under the NEPTS contract between 01 January 2015 to 31 December 2015?

The indicative activity plan in the contract provided for 115814 journeys between 1 October 2014 to 30 September 2015.

j) What was the value of these journeys?

These are included in respect of the block contract amount.

k) Is the contract in partnership with any other CCG or NHS Trust?

The contract between SRCL Ltd and the following CCGs: NHS North Norfolk, NHS Norwich, NHS South Norfolk and NHS West Norfolk.

6. How is your current contract constructed? Pay per journey, fixed price or other?

The contract is undertaken on a block basis with a regular review of over and under performance.

7. Who currently provides your extra contractual journeys?

These are undertaken by a number of providers across the UK depending on where the journey is commencing from.

8. What constitutes an extra contractual journey? E.g. what are the boundary parameters? 10 miles outside the CCG area?

Outside of the geographical boundaries of the contract, which covers Norfolk, Suffolk and Cambridgeshire.

9. What is the value of the Extra Contractual Journeys for the period 01 January 2015 to 31 December 2015?

Please see the response provided to question 5 d) above.

10. What volume and percentage of your patients travel from the following mileage bands?

- | | | |
|--------------------------|--------------|-------|
| a) Within 5 miles | xxx Journeys | xxx % |
| b) Within 6 - 10 miles | xxx Journeys | xxx % |
| c) Greater than 10 miles | xxx Journeys | xxx % |

The indicative activity plan in the contract provided for the following journeys between 1 October 2014 to 30 September 2015:

0-3 miles – 15315

4-10 miles – 38246

11+ miles - 62253

11. Please confirm what categories of journeys are included in the contract?

- | | |
|-----------------------------|-----|
| • Admission | Yes |
| • Outpatient | Yes |
| • Discharge | Yes |
| • Transfer | Yes |
| • Home Visit | Yes |
| • Day Patient | Yes |
| • Renal | Yes |
| • Wait & Return | Yes |
| • Inter Facility Transfers | Yes |
| • High Dependency Transfers | Yes |

12. What types of journeys, if any are excluded from your current contract?

As detailed above, together with:

- Patients requiring emergency transport*
- Patients requiring treatment for injury at the scheme of a road accident or other accident*
- Patients requiring transport to A&E departments*
- Complex high dependency patients requiring medical care during their journey*
- Patients who require transport outside of England, Scotland and Wales*
- Intensive Care Transfers*
- Acute Neonatal Transfer Service users and Children's Acute Transfer Service users*
- High dependency antenatal patients*
- Patients with challenging behaviour*

13. Does your NEPTS provider cover any other service for the Trust;

- | | |
|--|--|
| • Courier Services | Yes |
| • Shuttlebus Services | No |
| • Staff Taxis | No |
| • Eligibility & Assessment / Call Centre | Yes |
| • Mental Health / Secure transfers | Secure transfers are outside of the contract |
| • Renal Services | Renal transport as detailed above |
| • Post / Medical Records | Yes |
| • Portering Services | No |
| • Dedicated Paediatric or specialist Transfer Services | No |

14. What performance metrics are used to assess performance on the contract?

Key Performance Indicators (KPIs).

15. How does the current contract incentivize good performance?

No current incentives in place.

16. How does your current contract penalize poor performance?

Failure to meet the KPIs are subject to General Clause 9 of the NHS Standard Contract.