Freedom of Information Request

Reference Number: EPUT.FOI18.707
Date Received: 10 August 2018

*Note to Applicant: As of 1 April 2017, North Essex Partnership University NHS Foundation Trust (NEP) and South Essex Partnership University NHS Foundation Trust (SEPT) merged to form one new organisation known as Essex Partnership University NHS Foundation Trust (EPUT).

Information Requested:

Under FOI I wonder please if you could provide me with the following information around the above Patient Transport contract. I have assumed there is a single contract in my request below but if ultimately there are two separate and individual contracts please could you provide a response for both NEPTS and Secure journeys – thank you.

1. Could you confirm that E-Zec and Delta are the incumbent providers and also confirm which company carries out which element of the service (NEPTS and Secure)
   I can confirm that E-ZEC is the incumbent provider for North Essex Non-Emergency Patient Transport Service (NEPTS) for Mental Health Services only. For clarity, this covers the North East, Mid and West Essex CCGs.

   Delta is the provider of ad-hoc transport services for Secure Services and Mental Health Services within South Essex this contract is not for regular journeys

2. The date the above contract was awarded
   The contract for North Essex Mental Health NEPTS was awarded to NSL Ltd during April 2014.

   Delta is the provider of ad-hoc transport services and as such was not awarded a contract via a procurement process. The contract assists the Trust in solving capacity issues in the patient transport system

3. The date the contract commenced
   The contract with NSL Ltd commenced on 22 May 2014. The contract was novated to E-ZEC on 21 November 2016.

   Delta commenced on 5th October 2017 and currently the contract runs until 30th September 2018.

4. The number of months the contract was awarded for, indicating also the number of months of any extension periods available
   The contract was awarded for 36 months with a further 12 plus 12 months extension periods.

   Delta was not awarded a contract via a procurement process, it has been in place for 12 months, with provision to extend until 31st March 2019.
5. Confirmation that the annual value of the PTS contract for the year August 2017 to and including July 2018 is c. £560,000 excluding any winter payments and the secure contract is c. £150k (I am aware that this information is available in the public domain)

The Trust is unable to provide exact costs as it believes that this information is commercially sensitive and is therefore applying Section 43 of the Act (Commercial Interests).

However we do have an obligation to publish all expenditure over £25K on a monthly basis. This is available on our website - [https://eput.nhs.uk/about-us/reports-accounts/transparency-of-transactions/](https://eput.nhs.uk/about-us/reports-accounts/transparency-of-transactions/)

6. Confirmation, by month, of the value of any monthly winter payments made between August 2017 and including July 2018 and is in addition to the sum mentioned in 4)?

There were no additional monthly winter payments made during this period.

7. Confirmation of all the criteria/data/details, however specific, that clearly and definitively determines how a journey falls WITHIN this contract. Could you also then, confirm that any journey which does not conform to ANY one of the afore mentioned criteria, therefore sits outside of this contract?

The scope of the contract is as follows:

“The Services shall be provided for non-urgent patients in accordance with national guidance and eligibility criteria. A non-emergency patient is one who, whilst requiring treatment which may, or may not be of a specialist nature, does not require an immediate response.”

“The Services will be provided to Service Users who are unable to make their own travel arrangements and who have a medical need for transport. A medical need may range from those service users who cannot walk unassisted for more than a few metres, to very high dependency service users requiring oxygen en-route. Journeys will be undertaken between the Service User’s place of residence and healthcare facilities, and between hospitals. The Services shall be available only to patients who meet the eligibility criteria — relatives will be required to make their own way to healthcare facilities, unless classified as an approved escort, as defined within this service specification.

The Services will be delivered equitably to all sectors of the community, and will be flexible to reflect and accommodate changing population trends including, but not limited to:

- Bariatric Patients/Obesity;
- Patients with complex Mental Health needs;
- Patients from ethnic minorities;
- Patients with physical, sensory and learning disabilities; and
- Ageing Populations."

ECJs for E-ZEC (which they are permitted to charge separately for under the contract) include:

- Patients attending A&E (although patients may be eligible for PTS on discharge from A&E within the terms of the contract)
- Transport to Primary Care Services provided under NHS contract by GPs/Dentists/Health Centres/Opticians etc.
- Non-NHS related-journeys
- Challenging behaviour (defined as clients removed from GP practices due to violent/aggressive behaviour and placed on SAS scheme)
- Out of area journeys (the contract area covers Essex, Suffolk, and London; any journeys outside of this are charged for as an ECJ)
- Journeys where medical escorts are required

Delta for ad-hoc:

For the provision of Secure Patient Transport Services on an as and when required basis. To safely transport detained patients to various locations such as:
• Courts
• Other Hospitals
• Local Dentists
• Return to Prison

The need for secure transport is determined by the relevant MDT based on Risk Assessment and also in some cases whether the Patient is a remand or convicted prisoner. Additionally, the Ministry of Justice may state that Secure Transport is used when transporting a Patient. Vehicles must have a minimum of a Category B cell for transportation.

8. Please describe how any journeys required that falls outside of this contract are dealt with. If classified as an Extra Contractual Journey (ECJ) does the commissioner agree, before any such journey took place, a cost with the contractor, at which point the contractor then moves the patient and if so to which CCG would the invoice be sent? If this is not the case, then what is the process? Is any Digital Marketplace software used to procure ECJ’s in an open market?

For the purposes of the E-ZEC contract, EPUT is the Commissioner. The contract with E-ZEC is set up with an agreed pricing schedule, referencing ECJs and relevant costs as applicable. Therefore an approval process is not required as charges are permitted under the contract.

There are no extra contractual journeys with the ad-hoc contract.

9. Please confirm whether this contract allows for escorts to be charged for?

The E-ZEC contract does allow for escorts to be charged for.

The Delta contract does allow for escorts to be charged for.

10. Please detail the specific KPI criteria against which the current contractor reports and for April, May and June 2018, as a percentage against target, how the current contractor has performed for each of the KPI’s.

E-ZEC’s performance for April, May and June 2018 is shown below:

<table>
<thead>
<tr>
<th></th>
<th>Apr-18</th>
<th>May-18</th>
<th>Jun-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a</td>
<td>Patients will arrive no later than 30 minutes after appointment time and no earlier than 1 hour prior to their appointment time</td>
<td>90.95%</td>
<td>87.57%</td>
</tr>
<tr>
<td>2a</td>
<td>Patients in a 10 mile radius to spend no longer than 90 minutes on vehicle</td>
<td>94.34%</td>
<td>95.05%</td>
</tr>
<tr>
<td>2b</td>
<td>Patients in a 11-35 mile radius to spend no longer than 120 minutes on vehicle</td>
<td>95.89%</td>
<td>94.68%</td>
</tr>
<tr>
<td>2c</td>
<td>Patients in a 35-50 mile radius to spend no longer than 150 minutes on vehicle</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>3a</td>
<td>Patients to be collected within 90 minutes of requested return/discharge</td>
<td>99.59%</td>
<td>99.71%</td>
</tr>
<tr>
<td>3b</td>
<td>Patients to be collected within 180 minutes of requested return/discharge</td>
<td>100.00%</td>
<td>100.00%</td>
</tr>
<tr>
<td>3c</td>
<td>Patients to be collected within 90 minutes of 'on the day' Discharge</td>
<td>100.00%</td>
<td>88.89%</td>
</tr>
</tbody>
</table>
Delta as an ad-hoc provider provide monthly reporting but do not have specific contractual KPIs.

11. Please complete the table below for the number of journeys undertaken for the period August 2017 to and including July 2018, noting that the mileage bands may be amended to reflect the mileage bands set up in the contract as may the mobility descriptions.

<table>
<thead>
<tr>
<th>Mileage band</th>
<th>Car</th>
<th>People Carrier</th>
<th>Celled Vehicle</th>
<th>Ambulance</th>
<th>Bariatric</th>
<th>Escort</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.01 - 10.00</td>
<td></td>
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<td>10.01 - 25.00</td>
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<td>25.00 - 45.00</td>
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<td>45.00 - 65.00</td>
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<tr>
<td>65-85.00</td>
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<td>85+</td>
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</tr>
<tr>
<td>Grand Total</td>
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</tbody>
</table>

The Trust believes that publishing the number of journeys would be commercially sensitive as it could potentially mean the cost per journey can be calculated. The Trust is therefore applying Section 43 of the Act [Commercial Interests].

However, please note that the volume of journeys would be shared with bidders at the time of retendering the service, so for any potential bidder this information would be made available at the time.

12. Finally, are you able to tell me where the contract let against the OJEU notice attached now sits and if so provide contact details – thank you.
The Trust is unsure what is being requested for this question. If you could provide us with more detail into what you are looking for we will be happy to review this for you.

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**Applied Exemption:**

**Section 43: Commercial interests**

(1) Information is exempt information if it constitutes a trade secret.

(2) Information is exempt information if its disclosure under this Act would, or would be likely to: prejudice the commercial interests of any person (including the public authority holding it).

(3) The duty to confirm or deny does not arise if, or to the extent that, compliance with section 1(1)(a) would, or would be likely to, prejudice the interests mentioned in subsection (2).