



Doncaster Council

Date: 18th January, 2018

To the Chair and Members of the Health and Adult Social Care Scrutiny Panel

SUBSTANTIAL VARIATION – Merger of the Phoenix Medical Practice and the Flying Scotsman Health Centre

Relevant Cabinet Member(s)	Wards Affected	Key Decision
Councillor Rachael Blake - Portfolio Holder for Adult Social Care	Town	None

EXECUTIVE SUMMARY

1. The purpose of the report is for Doncaster's Clinical Commissioning Group (CCG) to provide an opportunity to Scrutiny Members to be consulted on the transitional merger of The Phoenix Medical Practice and The Flying Scotsman Health Centre.

EXEMPT REPORT

2. There is no exempt information contained in the report.

RECOMMENDATIONS

3. That the Scrutiny Panel considers the information presented.

WHAT DOES THIS MEAN FOR THE CITIZENS OF DONCASTER?

4. The Overview and Scrutiny function has the potential to impact upon all of the Council's key objectives by holding decision makers to account, reviewing performance and developing policy.

BACKGROUND

5. The CCG's Primary Care Commissioning Committee (the Committee) considered an options paper for the future of The Phoenix Medical Practice (TPMP).

6. TPMP approached the CCG in September requesting support for a contractual application to merge with The Flying Scotsman Health Centre (FSHC). The Committee considered this application and agreed that approving the application would be open to challenge and would pose a high financial risk to the CCG due to contracting arrangements with FSHC.
7. The Committee asked for a full options appraisal which was presented at November's Primary Care Commissioning Committee and option 6, 'transitional merger' was approved. Legal and procurement advice was sought by the CCG regarding the risks previously identified and influenced the options paper considered. The options appraisal that was discussed by the Committee is at Appendix A and the minute's extract of the Committee's discussion is at Appendix B for reference.

The transitional merger is a stepped approach as follows:

- Step one – the FSHC joins Dr Khan in his PMS Agreement for TPMP
- Step two – Dr Khan resigns from the PMS Agreement for TPMP and is employed by the FSHC as a salaried GP
- Step three – the FSHC request to close TPMP surgery and the PMS Agreement.

All three steps will be undertaken in as short a timeframe as possible and each step is reliant on the previous step having been agreed and undertaken.

8. The overall risk to this stepped approach is the potential for consideration that the procurement regulations have been circumvented. However if it is deemed to be an acquisition then procurement safe harbour tests can be applied which significantly reduces the risk. The tests are:
 - The need for this modification has been brought about by circumstances which a diligent contracting authority could not have foreseen
 - The modification does not alter the overall nature of the contract
 - Any increase in price does not exceed 50% of the value of the original contract.

These tests are applicable in this case.

9. The Practices involved started their patient and staff engagement when the initial application for contractual merger was submitted to the Committee in September 2017. Details of the patient, public and stakeholder engagement that the Practices have undertaken, including patient feedback, is at Appendix C.

REASONS FOR RECOMMENDED OPTION

10. There are no alternative options within this report as the Scrutiny Panel is required to be consulted on any substantial variation to a current service.

IMPACT ON THE COUNCIL'S KEY PRIORITIES

11.

	Outcomes	Implications
	<p>All people in Doncaster benefit from a thriving and resilient economy.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Creating Jobs and Housing</i> • <i>Mayoral Priority: Be a strong voice for our veterans</i> • <i>Mayoral Priority: Protecting Doncaster's vital services</i> 	<p>The work of Overview a Scrutiny has the potential to have an impact on all the Council's key objective</p>
	<p>People live safe, healthy, active and independent lives.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Safeguarding our Communities</i> • <i>Mayoral Priority: Bringing down the cost of living</i> 	
	<p>People in Doncaster benefit from a high quality built and natural environment.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Creating Jobs and Housing</i> • <i>Mayoral Priority: Safeguarding our Communities</i> • <i>Mayoral Priority: Bringing down the cost of living</i> 	
	<p>All families thrive.</p> <ul style="list-style-type: none"> • <i>Mayoral Priority: Protecting Doncaster's vital services</i> 	
	<p>Council services are modern and value for money.</p>	
	<p>Working with our partners we will provide strong leadership and governance.</p>	

RISKS AND ASSUMPTIONS

12. The specific risks and assumptions relating to this issue are set out in the attached report.

LEGAL IMPLICATIONS

13. Section 2B of the National Health Service Act 2006 (as amended by Section 12 of the Health and Social Care Act 2012) introduced a new duty on Councils in England to take appropriate steps to improve the health of the people who live in their area.

14. An application has been made to merge the Phoenix Medical Practice with the Flying Scotsman Health Centre. As part of the process for considering this application, the Council's overview and scrutiny panel for Health and Adult Social Care will be consulted.
15. Section 244 of the National Health Service Act 2006 sets out the functions of the overview and scrutiny committee within the Council. The overview and scrutiny committee may review and scrutinise the health service within its area; it may make reports and recommendations to local NHS bodies, the secretary of state and the regulator; and it may consider and consult on local NHS matters as well as requiring the local NHS body to attend committee to answer questions.
16. Regulation 23 of the Local Authority (Public Health, Health and Wellbeing Boards and Health Scrutiny) Regulations 2013 (The Regulation's) places an obligation on the local NHS body to consult with the Overview and Scrutiny panel where they are considering any proposal for substantial developments or substantial variations to health services other than where a decision must be made as a result of the risk to safety or welfare of patients or staff.
17. Under the Regulation's, the Overview and Scrutiny panel may make comments and recommendations on the proposal consulted upon. If those comments and/or recommendations are not agreed with by the local NHS body, then both the Overview and Scrutiny panel and the local NHS body n have to try to reach a practicable agreement. If agreement cannot be reached then the Overview and Scrutiny panel can issue a report to the Secretary of State where:
 - a. the Overview and Scrutiny panel is not satisfied that consultation on any proposal has been adequate in relation to content or time allowed;
 - b. the Overview and Scrutiny panel is not satisfied that the reasons given by the NHS body not to consult are adequate; or
 - c. the Overview and Scrutiny panel considers that the proposal would not be in the interests of the health service in its area.

FINANCIAL IMPLICATIONS

18. The financial implications of the proposed merger are set out in the attached report. There are no direct financial implications for the Council from this report.

HUMAN RESOURCES IMPLICATIONS

19. Specific implications are referred to in the attached report.

TECHNOLOGY IMPLICATIONS

20. There are no technology implications arising from this report.

EQUALITY IMPLICATIONS

21. There are no significant equality implications associated with this report. Within its programme of work Overview and Scrutiny gives due consideration to the extent to which the Council has complied with its Public Equality Duty and given due regard to the need to eliminate discrimination, promote equality of opportunity and foster good relations between different communities.

CONSULTATION

22. Consultation is outlined in the attached report at pages 13 onwards. This is Overview and Scrutiny's opportunity to contribute to the proposed GP Practice closure.

BACKGROUND PAPERS

23. None

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Appendix A

Options Appraisal Submitted to CCG Primary Care Commissioning Committee in November 2017

	Primary Care Commissioning Committee
Meeting date	9 November 2017
Title of paper	Future of Phoenix Medical Practice - Options
Executive / Clinical Lead(s)	Anthony Fitzgerald, Director of Strategy and Delivery
Author(s)	Carolyn Ogle, Associate Director of Primary Care

Purpose of Paper - Executive Summary

The Primary Care Commissioning Committee considered a proposal at its October meeting for the Flying Scotsman Health Centre to acquire the Phoenix Medical Practice. The Committee felt that this was a significant risk due to the precedent being set and the level of financial risk to the CCG. The primary care team was therefore requested to consider the options for the future of this practice and the associated risks.

Recommendation(s)

Primary Care Commissioning Committee members are asked to:

- Consider the options contained within this paper and make a decision as to which option to support

Impact analysis

Quality Impact	Careful consideration of the options for the future of the Phoenix Practice will secure quality care for patients on a long term basis
Equality impact	There is a risk that the most vulnerable patients will be affected by a dispersal of patients as they are the least likely to reregister, the impact of relocation would also need to be considered carefully.
Sustainability impact	Careful consideration of the options for the future of the Phoenix Practice will secure care for patients on a long term basis
Financial implications	Included in the paper is an assessment of financial risk of each option
Legal implications	The legal implications of each option are detailed
Management of Conflicts of Interest	Conflict of interest with GP and LMC members of the Committee but each member has completed a conflicts of interest form.
Consultation / Engagement (internal depts.,	The level of engagement will depend upon the preferred option

clinical, stakeholder & public/patient)	
Report Previously Presented at	Merger application to PCCC on 14 September 17 in confidential session and acquisition paper to PCCC on 12 October in public
Risk Analysis	See paper
Assurance Framework	2.1,4.2,6.2

Primary Care Commissioning Committee

9 November 2017

The Future of Phoenix Medical Practice – Options

Introduction

The Contractor at the Phoenix Medical Practice applied to merge with the Flying Scotsman Health Centre on the basis that he would become a salaried GP at the Health Centre under an APMS contract and the contract at the Phoenix Medical Practice would be closed down. Following legal advice it became apparent that the request was not a merger as such as Dr Khan was not intending to join the APMS Contract as a partner.

The Primary Care Commissioning Committee felt unable to make a decision on this issue at the last meeting due to a number of potential risks and the options had not been explored fully. It was agreed therefore to provide the Committee with the options and a risk assessment. The options are detailed below.

The Committee should be aware that a decision regarding this contract is urgent from the Contractor's perspective as he is extremely concerned about the viability of the practice beyond the end of the calendar year. Due to nursing staff having moved on to other posts additional nursing capacity is being bought in from agencies which is putting further pressure on the Contractor financially. Staff are already being approached by other practices and being offered permanent roles. Support is being provided to the practice through the resilience programme for 2017/18 and the practice is included on the CCG's list of vulnerable practices requiring support.

Option One – Contract Termination

Under the requirements of the PMS contract Dr Khan would need to provide a minimum of six months' notice of termination. This would mean that the earliest the contract could come to an end would be May 2018.

Risks – Challenge by Dr Khan to the six month notice requirement given that his proposal to merge and the reasons for it have been made clear from the end of August 2017. He is likely to argue that he has already given three months' notice of his intention by the time a decision is made. The risk to the CCG is low as the termination notice would be served by the Contractor. There is also a risk that as

patients become aware of the termination notice having been served that they will begin to move practices making the contract less viable. There are no perceived financial risks to the CCG of this option in isolation. Staff resources will be required to develop the needs assessment and options appraisal referred to below.

For Dr Khan there will be financial risks as he will be liable for the redundancy of his staff. He will also remain liable for any premises issues and those contract clauses that are included in the survival of terms clauses of the PMS Agreement.

In the event that termination notice is served the CCG needs to undertake a needs assessment, an impact assessment and consider patient engagement which will inform an options appraisal as to whether a dispersal of the patient list or a re-procurement is required. It will also need to work with the practice on an exit plan.

The Needs Assessment will need to consider the following:

- Is there still a demand for this service in this locality and a requirement for it to continue? For example to reduce inequalities in access or health outcomes
- Does the contract specification still address current local priorities?
- Has the contract delivered on the expected outcomes?
- Has it provided added value to the local population and service provision?
- Have the potential service needs for any forthcoming new developments been considered?
- What is the capacity of other local providers and the market for other providers to deliver services?
- Consider any specialist service needs in the locality?
- Are there any needs not being met by the Contract which could be delivered?

The impact assessment will need to consider:

- Available outcome and delivery data held nationally and locally regarding the current service and impact on other providers
- Cost comparison of the current service against other providers while taking account of any differences in the scope of the services provided
- Is the current service still affordable?
- Has the contract delivered on the expected financial outcomes?
- What other objectives may be set?
- The potential impact on service users/patients
- The potential impact on other service providers e.g. GPs, pharmacy, local Trust, out of hours and community services
- The potential impact on the current provider
- Patient choice and equality
- Potential risks – reputational, adverse publicity, commissioner/provider relationship, market testing, timescales and financial

Patient engagement will need to consider

- Arrangements for the involvement of patients and the public
- Whether other local providers and interested parties have been engaged Including LMC, MP, OSC etc.

If the answer is no to any of these the CCG should be able to identify the grounds under which it felt engagement was unnecessary and this should be included in a report.

Conclusion of this work will provide all the information required to enable the CCG to make an informed commissioning decision on whether to re-commission, procure or allow the service to end. A report should be developed which shall demonstrate that the Commissioner has considered all possible options and the rationale behind the decision taken.

Option One A – Contract Termination and Dispersal of Patients

NHS England has a statutory duty to ensure continuity of provision of primary care services. Termination of existing service provision may result in some patients not being able to access primary care services. It is paramount therefore that the CCG considers how this duty will be discharged if the contract is terminated.

Patients have a right of choice and therefore the CCG must not simply transfer all of the registered patients to an alternative provider. Patients should be provided with a detailed list of other local practices that are currently accepting new patients and offered the opportunity to register with them.

Once it is agreed that the contract can terminate a letter is sent to all registered patients outlining practices in the vicinity that are taking on patients. Patients are at liberty to re-register with whomsoever they wish provided they live in the practice area and the list is not closed. However an assessment of practices ability to take on an influx of patients will need to be made.

The CCG should consider what steps will be taken in regard to patients who have not registered elsewhere at the end of the contract. It is often the case that the majority will voluntarily seek alternative registration; however there are usually a number of patients who do not, some may no longer be resident in the UK, not have changed their address at the practice or chosen an alternative provider, some may even have died. The CCG will need to be clear on the process for dispersal or allocation that they will follow in order to avoid the risk of challenge from other local providers. The dispersal of patients may require a significant number of staff hours to reach conclusion in terms of:

- Working with PCSE on patient registrations and transfer of records, retrieval of prescription pads and disposal of drugs and medicines
- Working with local practices on numbers of registrations they are able to accept
- Chasing patients who have not yet registered
- Ensuring vulnerable patients are followed up
- Management of the press
- Notification of contract end to relevant stakeholders

It is likely that, as patients are already aware of Dr Khan's intentions and the Flying Scotsman will be one of the options provided, that patients will move to the Flying Scotsman and re-register there. This will mean that the Flying Scotsman Health

Centre will have a significant increase in patients and therefore increase in costs to the CCG which funds the out of hours element of the contract at a premium.

Risk could be mitigated by renegotiating the Flying Scotsman contract extended hours element which expires 30th September 2018. Nine months' notice is required if the contract is to be extended beyond the end of September 2018.

Option One B – Contract Termination and Re-procurement

Once it is agreed that the contract can terminate a re-procurement process will need to be undertaken and must be in line with procurement law. Due to the timescales involved in procuring and mobilising a new provider to include any transfers under TUPE, the full six months' notice period is likely to be required. Timescales should provide sufficient time for market engagement to ensure the best possible response from the market. Once a preferred provider is established an operational management plan should be put in place that complements the exit plan from the outgoing contractor. This option will require a communication strategy to be developed for the management of the press and notification of contract change to relevant stakeholders as well as issue of a new contract, ensuring the operational management plan is implemented and relevant communications are undertaken. There will also need to be clarity on the arrangements for securing the premises and ensuring continued service provision. This option could however be combined with option 2 below and the re-procurement be to a relocated practice.

There are likely to be TUPE implications for staff that transfer to the new provider

Option Two – Relocation of the Phoenix Medical Practice

The Contractor has not agreed to a new lease at the current premises but continues to pay rent and premises charges. He has not been served with a section 21 which would provide him with two months' notice to vacate the premises. An alternative location is available at Devonshire House and therefore this option considers the relocation of the practice to another building within the same development.

The CCG will need to undertake an assessment of its duty to consult under section 14Z2 of the NHS Act (duty for public involvement and consultation) to consider the level of patient engagement required with the minor relocation (see engagement requirements included in option one above)

This option is unlikely to be supported by Dr Khan himself as he does not wish to continue to be under contract for the provision of primary medical services for the medium to long term future. Therefore this option can only be considered under a re-procurement and the financial assessment of this proposal will be key. There is low risk of any challenge as practices can relocate provided the obligations to engage/consult have been met.

Re-procurement of the practice will need to allow sufficient time in the project plan for mobilisation, patient engagement and TUPE

Option Three – Merger of the Phoenix Medical Practice with a GMS/PMS Practice

This option considers the merger of the Phoenix Practice with another GMS/PMS Practice. Primary Care Commissioning Committee is already aware of applications for three other mergers within Doncaster. NHS England policy book advocates that mergers should usually happen between like for like contracts i.e. GMS to GMS or PMS to PMS but noting that PMS have the right to request a GMS contract. There are examples of GMS and PMS practices having merged and given the similarities of the contracts this is not felt to be a risk.

There are two ways that practices can merge:

- Informal arrangements such as sharing staff which requires no contractual change, it is a private arrangement between the practices and therefore of no risk to the CCG
- By merging the contracts which can be done by
 - Each contractor becoming a party to the other contractor's contract through variations of the existing parties
 - Terminating one of the existing contracts, continuing the other contract but varying it to include the other contractor as a party to the contract
 - Terminating two existing contracts and creating a single organisation or partnership which will enter into one new contract – legal advice indicates that this option would present a greater procurement risk that retaining one contract and incorporating the list

If one or both contracts are terminated the relevant contractor must give notice to terminate (this is either three or six months depending on type of contractor and contract).

The issues for consideration are included in the application to merge. Dr Khan is unlikely to express an interest in informal arrangements with another practice or by becoming a party to another contract as he does not wish to continue as a contractor in the future. This would mean the only practical merger would be to terminate two existing contracts and create a single organisation or partnership. If this was undertaken with another practice there is the strong likelihood of a challenge made by the Practice PLC who runs the Flying Scotsman Health Centre. There would also be a procurement risk attached to this option and therefore a risk of challenge that the new contract should have been procured. There would be costs associated with any merger in terms of system migration which the CCG has funded for other merger requests.

There are minor financial risks with any merger as the merging of two practice lists can impact on the Carr Hill formula which adjusts the global sum payment for a number of local demographic and other factors which may affect a practice workload. Given the location of the practice in the town centre this risk is considered very low assuming the second practice is also in the town centre.

Option Four – Novation of the Phoenix Medical Practice PMS Agreement to The Flying Scotsman Health Centre APMS Contract

A contract novation is where one party to a contract proposes to completely remove itself from the contract to be replaced by a separate party. This is a transfer of rights

and obligations under the contract rather than a contract variation. This involves the termination of the existing contract and entering into a new contract on the same terms as the original contract but with the parties details changed. As part of this type of arrangement the incoming contractor agrees to take over the outgoing contractor's responsibilities along with any associated debts and obligations. There is no express right for a Contractor to novate a contract and as this results in the award of a new contract there will be procurement law implications.

This option is high risk as the Practice PLC would be granted an in perpetuity PMS Agreement which would be in breach of our obligations under the Delegation Agreement and the Public Contracts Regulation 2015; however they would inherit the premises and all associated liabilities.

Option Five – Do Nothing

The contract would remain as it is with a single handed contractor who has expressed concern about sustainability in the future. There are premises issues (no signed lease) and staffing capacity issues, particularly around nursing capacity which could ultimately lead to an impact on the quality of patient care. This is not a realistic option and the Committee has previously agreed to support the identified vulnerable practices, of which Phoenix Medical Practice is one.

Option Six – Transitional “Merger”

This option is the stepped approach put forward for consideration at the last meeting of the Primary Care Commissioning Committee and involves the following steps:

Step one – the Practice PLC joins Dr Khan in the PMS Agreement

Step two – Dr Khan resigns from the PMS Agreement and is employed by the Practice PLC as a salaried GP

Step three – The Practice PLC request to close the Phoenix Practice surgery and terminate the PMS Agreement.

All three steps to be undertaken in as short a timeframe as possible and each step is reliant on the previous step having been agreed and undertaken. This increases the risk of challenge. The legal advice received to date on this option considers the three steps as separate events separated by time.

Step one – involves the Practice PLC being added to Dr Khan's PMS Agreement. As the Contractor is currently an individual medical practitioner and they wish to have one or more individuals join them under the Agreement they must seek the Commissioner's consent in writing for any such variation to the contract. The Commissioner must consider any procurement implications along with any other influencing factors when considering such an application and confirm that the new addition to the contract meets the eligibility criteria for holding a PMS Agreement. A qualifying body can hold a PMS Agreement. A qualifying body is a company limited by shares all of which are both legally and beneficially owned by an NHS Trust, a GP, a health care professional, an individual providing services as defined or an NHS employee. This would be confirmed at the time of application to NHS England. The risk to this step in isolation from the others is fairly low as the outcome would be a contract with Dr Khan and the Practice PLC operating in partnership.

Step two – envisages Dr Khan resigning from the PMS Agreement. This constitutes a change in contractor as the Practice PLC becomes the sole contractor. The CCG will need to comply with NHS England policy which is for the Contractor to seek consent to this change in writing. The CCG must consider any procurement implications along with other influencing factors when considering such an application. The risk to this step is increased as the outcome would be an in-perpetuity contract with the Practice PLC operating as a single qualifying body and this could be open to challenge.

Step three – The Practice PLC would terminate the PMS Agreement, the list and contract value would be incorporated into the APMS Contract. The CCG would need to consider how the APMS contract value would be impacted. The Practice PLC would also seek to close the Phoenix Medical Centre site which would need to follow the branch closure process adopted previously and have significant implications for patient involvement and engagement, staff engagement and TUPE.

The overall risk to this stepped approach is the potential for consideration that the procurement regulations have been circumvented. However if it is deemed to be an acquisition then the safe harbour tests can be applied which significantly reduces the risk. The tests are:

- The need for this modification has been brought about by circumstances which a diligent contracting authority could not have foreseen;
- The modification does not alter the overall nature of the contract
- Any increase in price does not exceed 50% of the value of the original contract

These tests would appear to be applicable in this case. There is significant financial risk due to the impact of the increased patient numbers on the out of hours element of the contract with the Practice PLC until October 2018.

Summary of Options

Option	Title	Legal Risk	Financial Risk	Comment
One	Contract Termination	Challenge to notice period	None identified	Strong likelihood of challenge to notice period given the time that has elapsed. Significant workload to undertake process within policy requirements
One A	Patient Dispersal	Lack of robust dispersal process	£112,074.76	Strong likelihood that patients will choose to transfer to The Flying Scotsman Health Centre increasing financial risk. Significant workload to undertake robust dispersal process
One B	Procurement	Very low risk of challenge	None identified	Lowest risk option however would need full notice period to enable robust procurement to be undertaken.
Two	Relocation	Consultation and engagement requirements checked Challenge from landlord?	Increase in reimburse-able premises	Not an option to relocate current contractor who would not agree to this. Possible option under procurement depending on financial analysis.
Three	Merger with GMS/PMS	Risk of challenge due to likely route of merger. Legal advice is that this is a greater procurement risk than retaining one contract and incorporating the list	Minimal, usual system migration costs	Dr Khan would not agree to merge with another practice therefore only option would be to terminate the two contracts and create a new contract putting CCG at significant risk of challenge.
Four	Novation	Significant risk of challenge under procurement law	None identified unless legal challenge	Strong likelihood that this would be challenged particularly as the Practice PLC is a relatively new organisation in Doncaster there could be a perception of a takeover.
Five	Do nothing	None	None	Does not resolve issue of sustainability of the practice
Six	Transitional merger	Risk of procurement challenge	£112,074.76	The likelihood of a challenge being brought will need to be gauged

Appendix B

Minutes Extract from Primary Care Commissioning Committee Meeting on 9th November 2017

The Phoenix Medical Practice and The Flying Scotsman Health Centre Options Appraisal

Mrs Ogle presented the Options Appraisal for the future of The Phoenix Medical Practice.

Six options were detailed in the paper; however Mrs Ogle advised the Committee that potentially only two of the options were viable, those were:

- Option 1 - A Contract Termination and Dispersal of Patients
- Option 6 - A Transitional “Merger”.

The Committee discussed the potential risks of both option 1 and option 6, with regard to patient safety, viability of the practice and legal and financial risks for the CCG for both options. After careful consideration of all these factors, it was unanimously agreed that Option 6 was the preferred option.

Mrs Tingle advised the committee that the Contracting Team are in discussions with The Flying Scotsman Health Centre to negotiate the terms of their contract, on the assumption that more patients are likely to register at the Practice. The additional (“out of hours element”) contract with The Flying Scotsman is due to expire October 2018.

Mrs Ogle discussed the stepped approach to the Transitional “Merger”:

- Step 1 – The Practice PLC joins Dr Khan in the PMS Agreement.

Mrs Hilditch questioned whether this would require public engagement. The Committee was advised that as this would be a business decision, public engagement was not required in this instance.

- Step 2 – Dr Khan resigns from the PMS Agreement and is employed by the Practice PLC as a salaried GP.
- Step 3 – The Practice PLC would terminate the PMS Agreement.

Public engagement would need to take place in this instance, and the Committee would be required to review the public feedback.

The Committee agreed to Option 6, giving Mrs Tingle delegated authority to renegotiate the contract held with The Flying Scotsman.

Dr Eggitt and Mrs Hilditch left the Meeting.

Appendix C

Timeline of Public and Patient Engagement Undertaken by The Phoenix Medical Practice and The Flying Scotsman Health Centre

- November 2016 – February 2017

Dr Khan approached five neighbouring GP Practices in addition to The Flying Scotsman Health Centre to discuss potential for contractual merger. Only the Flying Scotsman Health Centre showed any interest.

- 26 July 2017

Dr Khan and The Practice Plc met with the CCG and NHS England to discuss the issues faced by The Phoenix Medical Practice and the potential options.

- 23 August 2017

The Flying Scotsman Health Centre and The Phoenix Medical Practice discussed the merger proposal and feasibility to integrate/merge with the senior staff and Patient and Participation Group (PPG) at The Phoenix Medical Practice

- September 2017

Letter of intent to merge and initial merger application considered by the CCG Primary Care Commissioning Committee.

Dr Khan informed his staff of the application to merge and that he is investigating all his options for the practice.

Posters and a patient suggestion box were put up in The Phoenix Medical Practice. Information of the proposed merger was also put on the Practices websites.

- October 2017

Primary Care Commissioning Committee again considered the options for the Practices.

- November 2017

Dr Khan and a member of The Phoenix Medical Practice PPG were interviewed by the Free Press. This interview was then published together with other GP Practice merger interviews and is below for information.

Practice staff meeting at both Practices was undertaken updating on the progress to date.

Update email sent to both practices PPG's inviting questions and comments on the proposed merger.

Updated notices were placed in both practices inviting patient and public comments and questions.

Primary Care Commissioning Committee considered a full options appraisal and approved the transitional merger option. HealthWatch, which are a member of the Primary Care Commissioning Committee, were asked to engage and support the Practices with.

- December 2017

Further PPG meeting for both Practice PPG's.

HealthWatch and Practices arranged a public meeting on the 13th December 2017 for all patients. This was advertised on notice boards, websites and by HealthWatch. As yet no objections to the merger have been raised. Minutes of the public meeting are below for information.

CCG has written to the Town Ward Councillors and Dame Rosie Winterton of the transitional merger on behalf of the Practices.

Free Press Article in November 2017

PHOENIX AND FLYING SCOTSMAN

Dr Mohammed Khan, of the Phoenix Practice near South Parade in the town centre, plans to close his current premises and move in to a merged practice with the Flying Scotsman Centre. He has 1,900 patients. He has the backing of the Patient Participation Groups at both practices. Dr Khan said: "At the moment, the NHS is under a lot of pressure due to demand that has increased. We have to look very closely at how money is spent. "Gone are the days we had small family GPs practices people always went to. There will be large GP practices where people consult with the GP who is available. Small practices are being squeezed so much it is virtually financially unviable to have a solo GP practice like mine. "I've looked at all the options in how to maintain good services and spoken to neighbouring practices. "I've had an association with



Dr Mohammed Khan of the Phoenix Practice, Doncaster, which could merge with the Flying Scotsman Centre, with patient participation group representative Ray Guffick

the Flying Scotsman centre since its inception. "I've done GP sessions there and mentored its doctors. It has grown very rapidly because it provides a unique 8am to 8pm, seven-days-a-week service. "It ticks a lot of boxes. "I'm used to working with the staff there and my patients will have access to more services and longer hours.

a track record of providing good services. "For the merger to happen, the CCG would have to be willing to approve it. But if I don't do something like this I will have to resign as I can't afford to run this facility on the budget I have. "I acknowledge funds are limited and I have to make the best use of them. I think this is the best way to do it." Ray Guffick, a representative of the Phoenix Medical Participation Group, backed the plan. He said: "Phoenix may be a small practice but it's one of the best. We as patients don't want to phone up and see in two weeks' time, not knowing who we will see. If we're moving to the Flying Scotsman like this with Dr Khan's hand still on the tiller then I'm confident it will still be a good service. If Dr Khan resigned, his patient list would be dispersed and we don't know where we would end up."

Public Meeting Minutes 13.12.17

Patient Consultation – 13/12/17

Meeting started at 6pm at The Flying Scotsman Health Centre
Introductions

In attendance: Dr Khan, Helen Smith (Practice Manager TFS) Victoria Roberts (Regional Support Manager for TPG), Mr Ray Guffick (PPG Member Phoenix Practice), Mr Frank Cowell (PPG Member Flying Scotsman Health Centre), Nina Clements (Phoenix Practice), Anita Platten (Phoenix Practice), Andrew Goodhall (Healthwatch Doncaster), Angela Smart (Phoenix Practice)

Dr Khan started by explaining the reason behind wanting to merge his surgery with The Flying Scotsman; reduction in funding to PMS practices, surgery no longer sustainable, staff have left and feels no longer able to provide level of patient care previously provided

Dr Khan explained the steps he had taken prior to suggesting merge with TPG- spoken to local GP surgeries, looked at alternative location i.e. upstairs in The Flying Scotsman building. Federations in Doncaster are still in early stages therefore did not feel this was an option. Dr Khan explained his reasons for instigating discussions re merging with TFS- that he already works at TFS, there is a solid support structure and the surgery has capacity to expand and provide enhanced services to patients. The building has 9 Clinical rooms plus 2 treatment rooms. These are not fully utilised at the moment so there is still capacity to increase the list at TFS.

Opening hours- The Flying Scotsman is the only surgery in Doncaster to open 8-8 7 days a week 365 days a year. Some discussion was had re the history of the surgery; that it used to have a walk in element which was removed when TPG took on the surgery a couple of years ago, so only registered patients are seen at the surgery now. The list size did used to grow at a quicker rate as often walk in patients would register at the surgery, however the list is still steadily growing.

Does TFS have minor surgery facilities?- Yes there is whole minor surgery suite upstairs which has never been used. Dr Khan mentioned he would like to use the minor surgery suite to provide additional services. HS confirmed this would not be in the near future as the suite is currently unavailable to us and there is nothing to suggest it will become available to us soon

Waiting times-

Will waiting times for appointments be increased at TFS?

Patients who are used to seeing D Khan and who want to continue only seeing Dr Khan may have to wait longer for an appointment with him, depending on which days he works. However the appointment system will remain primarily as a book on the day system, meaning patients should still be able to book an appointment for the same day if they call at 8am.

Will there be decreased availability of appointments for patients?

No- TPG uses a model that calculates number of sessions required based on number of patients. Therefore if TFS was to take on an additional circa 2000 patients, we would increase the number of GP sessions and waiting times for appointments. Dr Khan explained that other surgeries he had approached would not follow this model, therefore there was a concern that there would be an increase number of patients without increased resource

Continuity- patients would still be able to see Dr Khan, although this is not guaranteed for an urgent or on-the-day appointment and would be dependent on days and sessions worked by Dr Khan. There is a stable nursing and GP team at TFS therefore there is, and will continue to be continuity for all patients

The Flying Scotsman also uses Nurse Practitioners, as well as pharmacist, practice nurses and HCA's, therefore patients would have access to the same clinical staff groups plus more at TFS.

Location- it was agreed that the location was suitable for Dr Khans patients to travel to; in fact the location may be more convenient for some patients and the surgery has good transport links

Parking- there is adequate parking at TFS- 32 spaces + 6 disabled. This compares to 8 spaces at Cavendish

AG asked how the station development will affect list size at TFS? It is not anticipated to have an impact on list size as there are no limitations to patients accessing the surgery

Staff-

What will happen to the staff at Dr Khan's surgery? If the surgeries were to merge, staff would be consulted with and we would have a legal responsibility to TUPE staff to TPG. However it is difficult to comment as we do not have anything confirmed to say this will be happening.

The press release generated a lot of conversations with patients at Phoenix surgery. AG requested that these conversations could be captured and documented to demonstrate engagement with patients.

AG questioned whether the surgeries were willing to be open and transparent-VR assured the group that TPG have experience in mobilising new contracts, TUPE procedures etc and will follow all the correct processes to ensure we are open and transparent with staff and patients.

How would patients at TFS be informed? – Patients are not usually informed about growth in list size and it is unlikely we would send letters out to TFS patients explaining the merge, as it will not impact on the service available to them. However we would be happy to put posters in the waiting room and would provide further information for patients who wished to know more- open to discussion with CCG if required.

How would patients at Phoenix surgery be informed?- this would normally be via communication from the CCG, which would be discussed with the CCG if the merge was to happen.

Landlord- Dr Khan explained he is now out of contract with the landlord for his premises, although he is continuing to pay rent, there is pressure to commit to a further length of time occupying the premises.

Timeframes- The group were keen to know timeframes for any further action. It was explained we cannot provide timeframes as there is nothing confirmed. Dr Khan explained process from now- consultation today, report from Healthwatch, overview and scrutiny board.

AG asked what would happen to the PPG's at both sites. HS explained that there is only one active member at the PPG and that this was due to the demographics of their patient list. There is an active PPG at Phoenix surgery. AG offered to provide support from Healthwatch if the merge took place, as it would provide an opportunity to reinvigorate the PPGs.

It was agreed a FAQ's sheet could be put together to answer any queries from patients.

The group were thanked for their time.

Comments Received from Patients:

"Joining forces is a sensible move in difficult times for GPs"

"I prefer the personal attention and seeing the same GP that I've received for years but if it's a choice between not seeing Dr Khan or sometimes seeing him and in a the same locality I'm all for it!"

"After the bad news of closure it was good to hear some positive news such as greater access, more services and extended hours"

"I've really appreciated and benefited from the care provided by Dr Khan and his team over the years and it was good to hear that he will still be available at the new practice albeit a little less frequently".

"I wish the NHS powers that be could have supported Dr Khan's surgery more but I'm sure if he is going to the new surgery then it can't be all bad"

"I can't understand why this merger is taking so long, I've been asking the staff for a time when it will happen but even they don't know... please get it over and done with asap because I'm fed up of the uncertainty and which doctor or nurse I'm going to be seeing".

Feedback from HealthWatch Doncaster

After a discussion at NHS Doncaster CCG's Primary Care Committee, it was suggested that the Phoenix Practice contact Healthwatch Doncaster for a discussion about the process they had gone through to engage with their practice population about the proposed merger of the Phoenix Practice and the Flying Scotsman Healthwatch.

Dr Khan from the Phoenix Practice contacted Healthwatch Doncaster and talked through what had already taken place – this included talking to patients of the Phoenix Practice and making them aware of the proposed merger and the reasons and rationale why the merger was being proposed. The Phoenix Practice have provided a process timeline of the engagement with their staff, their practice population and NHS Doncaster CCG. In September 2017 the Phoenix Practice shared information about the proposed merger in/around the waiting and consultation rooms. Information was also made available on their website.

In November 2017 an article about a number of GP Practice mergers was in the Doncaster Free Press – <https://www.doncasterfreepress.co.uk/news/health/wave-of-gp-mergers-hits-doncaster-1-8841434> – the article talked about the Phoenix Practice merger along with photos of Dr Khan and the Chair of the Patient Participation Group from the Phoenix Practice.

Healthwatch Doncaster were invited to attend a public engagement meeting on 13 December 2017 at the Flying Scotsman Health Centre. The meeting was attended by the Chairs of the PPGs from both Practices. There was a presentation from Dr Khan and discussion about the reasons and rationale for the proposed merger. The meeting was advertised on fliers in each of the Practices and on the Phoenix Practice website. The Practices discussed that they would communicate the outcome of the decision on the proposed merger to the Practice populations once the decision had been finalised.

In the public meeting there were questions and discussions about availability of appointments, continuity of access to GPs, the impact of the redevelopment of Doncaster station on access to the Flying Scotsman Health Centre and continued support for the Patient Participation Groups (PPGs).

The local practice population have been informed about the proposed merger of the Phoenix Practice and the Flying Scotsman Health Centre. The information has been made available in a number of different ways – face to face, online and in print. Healthwatch Doncaster have offered continued support to the PPGs of both Practices so that they can be supported to grow and develop. This support will come through the PPG Network that is supported and facilitated by Healthwatch Doncaster.