



Our Ref: PW/TLR/FOI/0125/1141

Stafford Education & Enterprise Park
Weston Road
Stafford
ST18 0BF

14th January 2025

Sent by email

Telephone: 0300 123 1461

Dear

FOI-0125/1141

Your request for information under the Freedom of Information Act 2000

Thank you for your request for information received on Wednesday 8th January 2025. We can confirm that the Staffordshire and Stoke-on-Trent Integrated Care Board can provide the following information.

An anonymised copy of this response will be made publicly available on the ICB website.

Please see our responses in blue below:

Under the Freedom of Information Act 2000, I am writing to request information regarding whether the Integrated Care Board has been placed in financial turnaround by NHS England.

By “financial turnaround” I mean the process an ICB is required to go through in order to meet the requirements of the financial plan it has agreed with NHS England for a period. I understand that ICBs can be placed in financial turnaround by NHS England when there is significant deviation from in-year financial plans.

Please could you provide responses to the following questions:

1. Has the ICB been placed in financial turnaround in the current financial year? If so, please provide the dates this status was applied and any formal documentation related to this designation.

Yes, The status was applied 17th September 2024 and a copy of the correspondence from NHS England is attached – Ref 1.

2. If the ICB has been placed in financial turnaround, have external consultants been engaged to assist it? If so, please provide:

2.1 The names of the consultancy firms or independent consultants engaged.

Deloitte have been appointment.

2.2 The monetary amount budgeted or earmarked for consultancy support.

This has been costed at £931,200 plus VAT.

2.3 The scope of work agreed with the consultants.

The Scope of works is attached at Ref 2.3.

2.4 Copies of any contracts or agreements with these consultants.

The “Call off Contract Order” is attached at Ref 2.4.

3. What specific recommendations have the external consultants made to address financial challenges? Please include a summary of any proposed measures.

The work is ongoing and upon completion a final report containing recommendations will be made to the ICB Board and will be publicly available on the ICB website within the Board Papers.

Should you require any further information or clarification regarding this response please do not hesitate to contact us. If you are dissatisfied with the response, you are entitled to request an internal review which should be formally requested in writing and must be within two calendar months from the date this response was issued.

To request an internal review

You can request an internal review by contacting the Staffordshire and Stoke-on-Trent ICB FOI team by emailing; staffsstokeFOI@staffsstoke.icb.nhs.uk or by post to the address at the top of this letter within 40 working days of the initial response.

If you are not content with the outcome of your internal review, you may apply directly to the Information Commissioner’s Office (ICO) for a decision. Generally, the ICO cannot make a decision unless you have exhausted the Staffordshire and Stoke-on-Trent Integrated Care Board’s FOI complaints procedure.

The ICO can be contacted at:

Information Commissioner’s Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

www.ico.gov.uk

Yours sincerely

Paul Winter
Associate Director of Corporate Governance

To: David Pearson, Chair, Staffordshire and Stoke-on-Trent ICB
and
Peter Axon, CEO, Staffordshire and Stoke-on-Trent ICB

cc: Paul Brown, CFO, Staffordshire and Stoke-on-Trent ICB
Nicola Hollins, RDOF, NHSE Midlands
Nikhil Khashu, Deputy CFO, NHSE
Jackie Small, Chair, Midlands Partnership University NHS Foundation Trust
Neil Carr, CEO, Midlands Partnership University NHS Foundation Trust
Janet Dawson, Chair, North Staffordshire Combined Healthcare NHS Trust
Buki Adeyemo, CEO, North Staffordshire Combined Healthcare NHS Trust
David Wakefield, Chair, University Hospitals of North Midlands NHS Trust
Simon Constable, CEO, University Hospitals of North Midlands NHS Trust
Prem Singh, Chair, University Hospitals of Derby and Burton NHS Foundation Trust
Stephen Posey, CEO, University Hospitals of Derby and Burton NHS Foundation Trust

NHS England
Wellington House
133-155 Waterloo Road
London
SE1 8UG

17 September 2024

Dear David and Peter

Introduction

We acknowledge your letter to us dated 16 August 2024 outlining the response to the current financial situation. We welcome the introduction of a System Recovery Director and we ask you to consider how they and the system will work with the interventions we have outlined in this letter to ensure the system get back on its financial plans as submitted.

Given the financial situation facing the NHS we need all 42 Integrated Care Systems (ICSs) to deliver on their submitted financial plans (expenditure limits). For those systems that planned a financial deficit we advised of the likely additional governance, oversight and scrutiny that would be applied. To be completely clear, there's no room for any overspends for any system this year.





To help ensure success, we are asking systems deemed to have significant risk to meeting their financial plans to take immediate action. We're doing this alongside the existing RSP process where relevant, focussed specifically on short term delivery, working closely with those systems, regional offices and NHSE national colleagues including finance and RSP teams.

Rapid Intervention

Every month, we review each system's financial position, including run rates, plan variances, efficiency delivery, workforce data, and other relevant information. Using a similar methodology to the oversight framework we then categorise each system into one of four levels, from 1 (high confidence in delivery) to 4 (greatest concerns about delivery). This assessment also includes regional insights and past performance data. Systems with a '4' rating are being directed to undergo a rapid intervention process to reduce their rate of spend.

Your Month 4 Financial Position

After reviewing the relevant data for your system, we've assessed **Staffordshire and Stoke-on-Trent ICS to have a rating of 4.**

One of the key metrics we have focussed on in this assessment is how your run rate for the year so far compares to the full year plan.

For the first four months of the year the system reported an overspend of £19.4m. To hit the plan for the year the system **must underspend by £2.4m on average** per month for the rest of the year, including for month 5.

Given this, we are now requiring you to engage with an external supplier to support you in taking actions to reduce your rate of spend across the system to ensure your plan is delivered. You should engage with your Regional Director of Finance to agree a supplier to support you in this work, and for the avoidance of doubt, the work is at the cost of the system, and should be funded within your current financial envelope.

The work will be supplemented by an NHSE Nominated lead – an experienced senior individual who will provide an external and independent challenge and perspective (this is at the cost of NHSE). Your RDoF will engage with you regarding this.

Thank you for your attention to this important matter.

Best regards

Julian Kelly
Chief Financial Officer
NHS England

Dale Bywater
Regional Director
NHS England Midlands

Further Competition

Service name: Scope for Investigation and Intervention Regime

Framework name: Crown Commercial Services – RM6187 Management Consultancy Framework (MCF3) Lot 4 Finance

I am pleased to inform you that NHS Staffordshire and Stoke-on-Trent ICB (the ICB) wish to invite you to participate in this 'Further Competition' for Scope for Investigation and Intervention Regime. Please note that suppliers need to be one of the providers approved by NHSE to undertake Investigation & Intervention work. This is a Pass / Fail requirement.

The process is being conducted on their behalf by NHS Midlands and Lancashire Commissioning Support Unit.

Following the receipt of your quote the Evaluation panel will evaluate the proposals against each other within the evaluation matrix below. Final selection will be based on the ability of the service provider to provide the required service at the best price, at the optimum performance level and with a clear and demonstrable implementation/delivery programme.

Bidding organisations must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their bids and will be deemed to have availed themselves of all necessary information in submitting bids. In the event that the ICB decide not to award this contract, there will be no liability for the ICB for any costs incurred by the bidding providers.

Please find below:

Appendix A the Specification Brief which will help you direct your response appropriately.
Appendix B which details the timescale of this process, scoring criteria and section weightings.
Appendix C Pricing schedule – excel document for your completion.

The pricing schedule allows the Bidder to input data. This will allow the ICB to assess the "Value for Money" of the bid and to take a view as to the Bidders capacity and long-term sustainability. The ICB reserves the right to exclude any bids that are considered unsustainable.

Please do not hesitate to contact me with any questions.

Kind regards,

Head of Procurement & Corporate Services

Appendix A

Specification details:

Background

The Staffordshire and Stoke-on-Trent (SSOT) NHS system has recently been informed that we have been escalated to Level 4 and hence enter the I&I regime. The key factors driving this outcome are:

- SSOT was a system with significant deficits in the pre-Covid period. This grew to a cumulative deficit of c£300m. The system achieved financial balance in 20/21, 21/22 and 22/23. SSOT posted a deficit in 2023/24 of £91m
- We agreed to a plan for 2024/25 with a planned deficit of £90m
- This plan required the delivery of £203m efficiency (8% of RRL)
- SSOT has been reporting £88m unmitigated risk since the start of the year
- In month 4, as a consequence of a conciliation decision, £29.5m of costs crystallised. In M4 it also became clear that the costs of re-banding Band 2 Clinical Workers would fall to the system, and a further risk of £15m (worst case) was signalled
- There was also significant pressure on the delivery of the £203m efficiency, quantified at M4 at c£50m. Certain areas of the efficiency plans were made more difficult since plans were developed at the start of the year by other influences, such as GP Collective Action.
- As a result, the reported M4 position was a deficit of £51m (£19m variance to plan) and a deficit of £63m (£25m variance) at Month 5.
- We were instructed by the Regional Team to work up a recovery plan to show the actions to return to the £90m deficit plan. This was delivered on 13th September, and a copy is attached. This document shows that with the 'green' and 'amber' schemes, the system can improve from the above unmitigated risk position, to a deficit of £146m. A number of 'red' high risk schemes are currently being worked through and it is expected that this will further narrow the gap, but it is highly unlikely that all these schemes will be assessed as acceptable given the operational and quality targets.
- SSOT does not therefore currently have a pathway to the £90m deficit plan.

In addition to the financial pressures in 2024/25, the System have an underlying recurrent deficit position of c£280 million. Alongside our actions to improve the 2024/25 position, this underlying position will need to be addressed on a recurrent basis to support our ambition to move to a sustainable financial position.

Recognising the mounting pressures, back in July the system agreed to appoint a Recovery Director, to report to the 4 system CEOs. That appointment has now been made.

We have also been allocated an individual who will work to Nicola Hollins, the Regional CFO.

Given the deficit posted in 2023/24, the system was asked to commission a review to examine grip and control. That work was completed in the Spring. All the agreed actions from that review have been implemented.



Key activities required

The focus of the support is on delivering this years' plan although we are also interested in opportunities that not only bring benefit to the current financial year but will also lead to an improvement in the longer-term fortunes of the system and would reduce the underlying deficit.

Given the earlier review referred to, SSOT does not require the full scope of 'Investigation' included in the scope for the I&I regime. We have agreed with Regional colleagues that this investigation element should be curtailed to be a rapid assessment of the progress made against the first review. This will allow a faster transition into the Intervention task. We want the provider to rapidly assess the opportunities we are already working on and devote capacity to 'turbo charge' those activities. We want the provider to identify further opportunities and commit to supporting the delivery phase.

As part of this phase we want the provider to test the work we have done on balance sheets, and confirm or challenge our current assumptions.

The System Recovery Director is driving forward the actions referred to in the attached recovery plan. There are elements of this work where the greater capacity brought by the provider should enable faster implementation and therefore additional in-year and future year savings.

There are seven areas that we would prioritise for the intervention phase:

1. **CHC.** We know that we are a major outlier and that the reasons for this are twofold. One is the approach of the CSU which did not lead to optimal cost solutions: this element is already being progressed and we feel that we have this covered, however we would welcome your assessment if you think there are areas of opportunity that are being missed or that further injection of capacity could yield additional savings. The second are the potential benefits from optimising the entire pathway that is leading to the situation where we are not rehabilitating enough people home and we need to reduce the volume and/or complexity of referrals into CHC; this is an area where we do think there is additional scope for savings as work on this stage has not progressed as far as hoped.
2. **The cost of the Payroll.** We believe we have grip and control. We are below establishment (but over plan) and those control systems ensure that we don't go above those establishment levels. There has been significant growth in workforce through recruitment through 2023/24, some of which is backed by income growth outside of SSOT. However, those staffing levels are not affordable and we need to look at safe staffing levels, staffing models and approaches that allow a reduction in the pay bill. This needs to be in the context of the rising pressures on urgent care and the aim of maintaining and increasing elective activity. There is a demand management system collaborative that is leading the work to reduce activity growth, and we need to ensure that all is being done to avoid acute activity growth, mental health and out of hospital services. The work on workforce savings is across the system and is work that Chief People Officers are leading. A solution of lower workforce / higher workforce savings would need to be delivered alongside our CPOs, COOs and clinical leaders, and would need sign off that safety levels are not breached or that the impacts of changes can be appropriately mitigated.
3. **The cost of contracts.** A system collaborative has been in place to drive savings from contracts. This has so far had limited impact due to the challenges of contract notices, meeting ERF targets



and other factors. A fresh perspective on the scope for savings would be helpful and since the system spends c£90m, there should be opportunities to increase savings further for 2025/26 given that we have time to give notice now in respect of April 2025 cessation.

4. **Non Pay.** Again we have a view that there is grip and control. What we need to understand is whether we have gone far enough, and what is the scope for further savings. We would need to have in place policies and procedures that minimise all no essential expenditure. The scope of this should extend to cover spend on prescribing.
5. **Enabling Functions.** A number of attempts have been made to rationalise the approach to enabling functions. There has been no agreement about how to do this, and individual organisations have wanted to retain autonomy in the management of these services. Benchmarking suggests that the transactional costs of these enabling functions is relatively low, and consequently the system has not gone down the route of mandating transformation. We need an objective view as to whether there is scope to make savings at scale. A view of whether there are specific functional areas that could be a focus for improvement would also be beneficial.
6. **Productivity.** A key ingredient of the recovery plan is improving productivity to generate additional ERF and reduce the workforce costs into the future. We need support in going faster on this aspiration.
7. **Transformation.** There is a demand management system collaborative that is leading the work to reduce activity growth, and we need to ensure that all is being done to avoid acute activity growth. We need support to develop the business cases to invest in demand management initiatives based upon evidence based solutions that will firstly stop the growth in acute activity, and secondly reduce acute activity. Examples of where you have successfully supported this transformation work would be welcome.

We are of course open to ideas for other options. We are particularly interested in opportunities that not only bring benefit to the current financial year but will also lead to an improvement in the longer-term fortunes of the system and would reduce the underlying deficit.

We would also expect that the supplier would be able to bring experience and suggestions from other work completed or being completed under the current Investigation & Intervention regime.

We would also value a rapid review of system PMO functions and advise on whether there are better models that could be deployed, that would reduce the overall cost of the PMO functions.

Recently updated assessments against the grip and control checklists can be made available for each organisation.

Desired output

Providers are asked to set out their proposed methodology and timeline for the assignment. We would like to see the deployment of staff (days) across these activities. Please explain how you would integrate with the local team and your approach to skills transfer.

Providers are also asked to consider the following points in their responses:

- Highlight the experience of key individuals in delivery of productivity in the use of workforce and financial improvement, and define the proportions of the time that will be allocated to those staff



- Provide examples of programmes/initiatives you have delivered to improve workforce utilisation and financial improvement
- Provide examples of how you would investigate and advise on individual provider workforce challenges and offer technological solutions
- Describe how you would build relationships at system level and engage with our Multi Disciplinary Teams
- Describe your understanding of the cultural changes required to deliver practical improvements, that maintain safety and carry the support of clinical colleagues
- Explain how you will ensure there is no duplication of work with tasks completed by previous providers, with the system Recovery Director and with system staff
- Describe how you would diagnose the 'big hitters' on where to focus and move to implementation
- Summarise your experience and delivery of savings via System VCP/Bank/Agency control processes
- Explain your approach to ensuring that improvements stick across services/pathways, to improve productivity, efficiencies and patient outcomes
- Summarise your experience of supporting AI/Tech/Digital transformation
- Provide examples of experience and examples of working across systems to improve flow and demand management, especially those involving social care
- Summarise your experience of redundancy and MARs schemes

Desired skills

Suppliers need to be one of the providers approved by NHSE to undertake Investigation & Intervention work. This is a Pass / Fail requirement.

We would also expect that the supplier would be able to bring experience and suggestions from other work completed or being completed under the current Investigation & Intervention regime.

Timeframe

We would like an immediate start and ask for providers to confirm their proposed start date. The estimated timeframe is 12 weeks.

Budget

There is no set budget for this assignment. We would expect that suppliers could, as a minimum, cover their costs through increased savings found and transacted in the year.

We expect to receive bids that are partially or fully contingent.

We would ask for a fixed minimum price for the work, plus an explanation of trigger points for increasing the work and fee.

The response needs to explain how the payback against costs will be measured and signed off.



Key Performance Indicators

The following key performance indicators will be included in the contract and measured on a weekly basis, depending on the length and scope of the contract.

- KPI1 Services: Effective and timely delivery of the service to deliver the £90m control total as stated in the specification brief – monitored throughout the contract and agreed on completion of the work
- KPI2 Services: Effective and timely delivery of the service to support the system in eliminating the underlying deficit – monitored throughout the contract and agreed on completion of the work
- KPI1 Services: Effective and timely delivery of the service to ensure that the service meets the key milestones – Weekly meetings to track progress and a weekly highlight report to be produced
- KPI2 Services: All specified outputs are delivered within stated timescale (12 weeks) – completed assignment in full
- KPI3 Services: All outputs are delivered in line with specification and by the personnel named in the supplier bid document

Measures:

Measurement	Services
Timeliness	Work completed or response time at or within a specified time period
Completeness	Service completed for the expected duration or with the expected outcome
Quality	Completed in line with specification, without errors or complaints

Please provide the following (over a maximum of 10 pages):

1	A detailed breakdown of how you will work with us to provide the services outlined.
2	Provide a resourcing plan, highlighting the senior leads and delivery staff for this work
3	Provide a brief implementation plan, with milestones, required input and start and end times to complete the assignment in line with deadline of circa 12 weeks from start date.



4	Provide examples of similar work and how this experience would help in the delivery of the service
5	<p>Social Value:</p> <p>Detail how, through the delivery of the contract, you plan to reduce your carbon emissions both in your supply chain and through the provision of the service</p>
6	<p>Equal Opportunity:</p> <p>Detail how, through the delivery of the contract, you plan to increase overall diversity and inclusion within the contracted workforce</p>
7	<p>Please provide a detailed pricing structure, including a fixed minimum price for the work, plus an explanation of trigger points for increasing the work and fee.</p> <p>All pricing should be in pounds sterling and should be exclusive of VAT. Please provide a price breakdown of the service to be provided, including number of days and allocated staffing resource.</p>



Appendix B – Timescales, Scoring Criteria and Section Weightings

Timescale

(dates subject to change)

Stage	Date	Relative to:
Deadline for clarification questions	1 st October 2024	All bidders wishing to quote
Deadline for receipt of proposals	7 th October 2024 - Noon	All bidders wishing to quote
Notify result of shortlisting process	9 th October 2024	All quoted bidders
Interviews (if required)	14 th or 15 th October 2024	All shortlisted bidders
Notice of Award	18 th October 2024	All bidders that quoted
Delivery of work commencement	From w/c 21 st October 2024	Successful bidder

Bids will first be checked for completeness and compliance before responses are evaluated. Where in the opinion of the ICB a bid is not complete and/or compliant, then the bidder will be disqualified. In this event, further evaluation of the bid will not be undertaken. We reserve the right to reject any bids that are received after the published deadline.

Subsequent to this review, an individual evaluation of bids will be completed by a team of evaluators based on the responses received. No prior information or knowledge of potential partners will be used.

Bids will be evaluated using a scoring system – this will have weighting applied (Quality & Financial – see below) and the total score will determine the chosen partner.

Each question will be scored on a ‘stand-alone’ basis – the response to each question must therefore be self-contained and not rely on information provided in responses to other questions.

Section weightings

The following section weighting will be applied to scoring bids that have been deemed compliant:

Weightings – Totalling 100%:

Criteria Title	Measured by	Weighting
Quality		
Quality and experience of the individuals assigned to the project	Response and Interview	20%
Quality of the methodology	Response and Interview	10%
Track record	Response and Interview	10%
Social Value	Response	10%



Price		
Minimum price	Response - Lowest Price gets full marks, then pro rata for other bidders	15%
Extent of contingent fee	Response - Highest contingent fee reduction % gets max marks then pro rata for other suppliers	15%
Assessment of Total Financial Value compared with proposed service methodology	Bid and Interview. Assessment made by the evaluation panel based on the written response and interview.	20%
TOTAL	100%	

Pricing:

For both Minimum Price and Contingent Fee:

All bids shall be scored on a pro rata inverse percentage basis in relation to the lowest price.

For example - Bid 1 £50,000 scores 5.

Bid 2 £65,000 scores 3.85

Bid 3 £100,000 scores 2.50



Scoring Criteria

All criteria other than pricing for minimum price and contingent fee, will be scored using the criteria below:

Score Label	Value	Definition
Excellent	5	The response is excellent in relation to the stated requirements of the question. The details provided demonstrate that the bidder's approach fully meets the requirements of the question and provide a very high level of confidence of the bidder's skills, expertise and understanding of the requirements. The response is exemplary and comprehensive, demonstrating that the requirement can significantly be exceeded.
Good	4	The response is good in relation to the stated requirements of the question. The details provided demonstrate the bidder's approach fully meets the requirements of the question and provide a high level of confidence of the bidder's skills, expertise and understanding of the requirements. No concerns were evident with the response.
Acceptable	3	Acceptable - The response is acceptable in relation to the stated requirements of the question. The details provided demonstrate the bidder's approach meets the requirements of the question (with only minor omissions/concerns) but would benefit from being more detailed.
Poor	2	The response is poor in relation to the stated requirements of the question. The response provides a low level of detail and provides little evidence that the bidder has the expertise to satisfy the requirements of the question with weaknesses apparent in some areas and/or demonstrates some misunderstanding of the requirements.
Very Poor	1	The response is very poor in relation to the stated requirements of the question. The response provides a very low level of detail. There is a significant lack of evidence presented to demonstrate that the bidder has the expertise to satisfy the requirements of the question.
Unacceptable/No answer	0	The response is either unacceptable as it fails to provide any evidence whatsoever that the bidder can meet the requirements set out in the question or is entirely lacking in detail or no answer has been given. The response does not comply with or has failed to demonstrate an understanding of the stated requirements of the question.



The Bid Submission

If you would like to provide us with a quotation for this work please register on the Atamis Portal where this procurement process will be managed:

<https://atamis-1928.my.site.com/s/Welcome>

We require the quotation to be submitted on headed paper through this Atamis Portal.

All Bidders, as well as describing the approach they would take to this work, should, in their submission of not more than 10 pages, set out the following;

- Explain how you may meet the key requirements outlined in this document.
- Examples of similar work undertaken within the sector in no more than 500 words
- Details for 2 references that the ICB can contact (this should be customers to whom you have provided work similar to that included in the 'specification')
- Agreement to adhere to the terms and conditions of the CCS framework contract

Appendix C - Pricing schedule

Bidders to complete attached document.



RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **Scope for Investigation and Intervention Regime**

THE BUYER: **NHS Staffordshire and Stoke-on-Trent Integrated Care Board**

BUYER ADDRESS **New Beacon Building, Stafford Education and Enterprise Park, Weston Road, Stafford, ST18 0BF**

THE SUPPLIER: **Deloitte**

SUPPLIER ADDRESS: **1 New Street Square, London, EC4A 3HQ**

REGISTRATION NUMBER: **OC303675**

DUNS NUMBER: **364807771**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated **25th October 2024**.

It's issued under the Framework Contract with the reference number **RM6187** for the provision of **Consultancy Services Lot 4 Finance - Scope for Investigation and Intervention Regime**.

**CALL-OFF LOT(S):
Lot 4 Finance**

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) – Mandatory
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Clustering)

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

The Buyer acknowledges, accepts and agrees that the Supplier is a regulated person. The Supplier may terminate a Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with any Law or any professional rules or regulatory independence obligations that are applicable to the Supplier

Special Term 2 – The Supplier is to deliver on the Specification as set out in **the Supplier’s tender response to the ITQ issued 27.09.2024 (Appendix A)** – and in accordance with the **final quotation on excel dated 23rd October sent via email from Liz May – Deloitte to Paul Brown SSOT (entitled Appendix C – Pricing Summary SSOT Deloitte v3FINAL).**

The Buyer acknowledges, accepts and agrees that the Supplier’s tender is based on the accuracy of the information supplied by the Buyer or on the Buyer’s behalf

Special Term 3 – The Contract is to include:

- Receipt of phase 1 outcome within 2 weeks with a report deliverable setting out priority focus areas for phase 2 with an assessment of the scale of financial opportunity. This will be subject to the timely provision of information, sign off on findings by all relevant parties and access to key stakeholders across the ICS;

- An agreement that work will continue into phase 2 without a break, to ensure continuity of service. The ICB will agree with NHSE the scope for phase 2 work as soon as this report is received. The full contract value for phase 2 will be notified to the provider once agreed with NHSE. The ICB will as a minimum pay for all work undertaken in phase 2 on the basis of the days of work undertaken and priced in accordance with the rate card. For avoidance of doubt, the ICB will be liable for the Supplier fee during phase 2 whilst the ICB signs off this work package with NHSE;
- Once phase 2 is signed off by NHSE, the Supplier and ICB will jointly agree performance KPIs for the contingent fee element in the contract relating to performance of outcomes during phase 2;
- The balance sheet review will be conducted from 18th November 2024 and will sit outside phase 1 and phase 2 and will not be subject to the phase 2 contingency.
- A daily meeting will be established with the ICB and weekly meetings with NHSE to update on progress and next steps.

However, without prejudice to Clauses 2.8 and 2.9, if (a) the scope of the Services proves incorrect, incomplete, or inadequate to meet the needs of the Buyer; (b) the assumptions and third party dependencies set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be incorrect or unfulfilled; (c) the content of the invitation to tender for the Call-Off Contract is incorrect, inaccurate or incomplete; and/or (d) the responsibilities of the Buyer set out in Call-Off Schedule 4 (Call-Off Tender) and/or this Call-Off Contract prove to be inaccurate, incomplete or otherwise unfulfilled in whole or in part by the Buyer, then, in each case, the Parties will agree a Variation to the Call-Off Contract.

Special Term 4 - In Joint Schedule 1 (Definitions), the definition of Existing IPR in paragraph 1.4, shall be deleted and replaced with the following:

“any and all IPR owned by, or licensed to, either Party and which is developed independently of the Contract (whether prior to the Start Date or otherwise) including any enhancements or modifications to such IPR developed in the course of providing the Services.”

Special Term 5 - The Buyer shall not require any Supplier staff to enter into a direct confidentiality agreement under, or in connection with, this Call-Off Contract

The Deliverables are for the Buyer’s exclusive use and the organisations stated in Schedule 12 Clustering and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. This does not affect the Buyer’s right to sub-licence any New IPR or Specially Written Software that may be supplied under the Call-Off Contract

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Short Form Security Requirements apply.

The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it:

- includes any technical vulnerability or penetration testing of the Supplier's system; and/or
- may potentially breach Supplier's client confidentiality obligations; and/or
- is outside the scope of services provided to the Buyer under the Call-Off Contract.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

Payment method

The supplier will invoice on completion of phase 1 as outlined under special term 3. For phase 2 we will invoice you on a regular 4 weekly basis for the time and expenses activity undertaken to perform the services. The Trust will issue a Purchase Order and will receipt the order to ensure prompt payment 30 days from receipt of invoice.

Buyer's invoice address

NHS Staffordshire and Stoke-on-Trent ICB,
QNC PAYABLES N225
PO BOX 312 LEEDS, LS11 1HP
Email: sbs.apinvoicing@nhs.net

Buyer's authorised representative

Paul Brown
Chief Finance Officer
Paul.brown@staffsstoke.icb.nhs.uk
NHS Staffordshire and Stoke-on-Trent Integrated Care Board
New Beacon Building, Stafford Education and Enterprise Park, Weston
Road, Stafford, ST18 0BF

Supplier's authorised representative

Partner

2 Brindley Place, Brindley Place, Birmingham, B1 2HZ

Supplier's contract manager

Director
plock@deloitte.co.uk
110 Queen Street, Glasgow, G1 3BX

Key staff – as identified in Spreadsheet to Paul Brown entitled Appendix C Pricing Schedule v3 FINAL dated 23rd October

Key staff may be substituted on agreement with the ICB and agreement of phase 2 scope.

Key subcontractor(s)

Kingsgate Ltd

Commercially sensitive information

As per Suppliers Response to ITQ dated October 2024 and NHS Staffordshire and Stoke on Trent Integrated Care Board's Confidentiality Requirements

Any information relating to: Personal information (CV's, contact details etc.); Pricing and details of Supplier's cost base; Insurance arrangements; Proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:

Name:

Role: Partner

Date:

For and on behalf of the Buyer:

Signature:

Name: Paul Brown

Role: Chief Finance Officer

Date: 8th November 2024