

Service Level Agreement (Order Form)

Framework details

Title: Internal and External Audit, Counter Fraud and Financial Assurance Services
 Reference: **SBS/20/MA/ZY/10024**
 Contract Duration: 16th November 2020
 End Date: 15th November 2024
 NHS SBS Contacts: adrianna.naili@nhs.net and nic.langman@nhs.net

Order Form details

This Order Form is between the following parties and in accordance with the Terms and Conditions of the Framework Agreement.

Period of the Agreement	Effective Date	1 st July 2024	Expiry Date	30 th June 2027 (option to extend for a further 2 years (1+1))
-------------------------	----------------	---------------------------	-------------	---

Unless otherwise agreed by both parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the customer continues to access the supplier's services, the terms of this agreement shall apply on a rolling basis until the overarching Framework expiry date.

Supplier Order Form Signature panel

The "Supplier"	
Name of Supplier	BDO LLP
Lot Awarded under	Lot 1 - Provision of External Audit Services
Name of Supplier Authorised Signatory	[Redacted]
Job Title of Supplier Authorised Signatory	Partner
Address of Supplier	55 Baker Street London W1U 7EU
Signature of Authorised Signatory	[Redacted]
Date of Signature	21/03/2024

Customer Order Form Signature panel

The "Customer"	
Name of Customer	NHS Coventry & Warwickshire Integrated Care Board
Name of Customer Authorised Signatory	[Redacted]
Job Title	ICB Director of Finance
Contact Details email	[Redacted]
Contact Details phone	[Redacted]
Address of Customer	Westgate House, Market Street, Warwick, CV34 4DE
Signature of Customer Authorised Signatory	[Redacted]
Date of Signature	25/03/2024

PLEASE RETURN THE FINAL SIGNED COPY OF THIS DOCUMENT TO:
adrianna.naili@nhs.net and nic.langman@nhs.net

Table of Contents

1. Agreement Overview
2. Goals & Objectives
3. Stakeholders
4. Periodic Review
5. Service Requirements
 - a. Services Provided
 - b. Goods Provided
 - c. Price / Rates
 - d. Sub-contracting
 - e. Management Information
 - f. Invoicing
 - g. Cancellation
 - h. Complaints/Escalation Procedure
 - i. Termination
6. Other Requirements
 - a. Variation to Standard Specification
 - b. Other Specific Requirements

1. Agreement Overview

This Agreement represents an Order Form between **BDO LLP** and **NHS Coventry & Warwickshire Integrated Care Board** for the provision of Internal and External Audit, Counter Fraud and Financial Assurance Services. This Agreement remains valid until superseded by a revised agreement mutually endorsed by both parties. This Agreement outlines the parameters for all Internal and External Audit, Counter Fraud and Financial Assurance Services covered as they are mutually understood by the primary stakeholders.

The Framework terms and conditions (including the specification of service) will apply in all instances, unless specifically agreed otherwise by both parties within this document.

2. Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent Internal and External Audit, Counter Fraud and Financial Assurance Services to the Customer by the Supplier. The **goal** of this Agreement is to obtain mutual agreement for Internal and External Audit, Counter Fraud and Financial Assurance Services provision between the Supplier and Customer.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.

3. Stakeholders

The primary stakeholders from the Supplier and the Customer will be responsible for the day-to-date management of the Agreement and the delivery of the service. If different from the Authorised Signatory details listed on page 1 of this Agreement, please provide the names of the **primary stakeholders** associated with this Order Form.

Supplier Contact: Janine Combrinck

Customer Contact: Liz Flavell-Smith

4. Periodic Review

This Agreement is valid from the **Effective Date** outlined herein and is valid until the **Expiry Date** as agreed. This Agreement should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

5. Service Requirements

A. Services Provided

Please detail the Lot(s) and Services that will be provided by the Supplier to the Customer

Annex 4: MHIS compliance statement – 2022/23 standardised terms of engagement

Agreed as part of the assurance engagement of the mental health investment standard 2022/23 – Guidance

NHS England accepts that an agreement between the integrated care board (ICB), its reporting accountants and NHS England on these terms is formed when the accountants sign the contract with the ICB as set out in Clause 3 herein. [NB: NHS England will not need to sign anything. By publishing this document NHS England confirms that these pre-agreed terms form its agreement with the ICB and the reporting accountants. NHS England will be solely responsible for updating and publishing the standard terms of engagement. If by exception NHS England agrees to any deviation from the standard terms, this will be confirmed in writing by NHS England and a deviation statement must be included in the reporting accountant's report. This does not preclude the ICB from agreeing separate engagement terms with the accountant that supplement, but do not conflict with, these standardised engagement terms.]

In these terms of engagement:

'the ICB' refers to [XYZ ICB]

'the CCG' refers to [XYZ CCG] (predecessor organisation(s) of the ICB))

'the accountant' refers to the ICB's reporting accountants.

1. Introduction

The ICB is required to produce and publish an annual MHIS compliance statement, as set out in clause 3 below, that is published alongside a report signed by an accountant to provide independent assurance. These terms of engagement set out the basis on which the accountant will sign its report.

2. Responsibilities of the ICB and CCG

2.1 The ICB is responsible for producing the MHIS compliance statement for 2022/23, including spend by its predecessor CCG(s) in quarter 1, maintaining proper records complying with the terms of any legislation or regulatory requirements and NHS England's regulatory requirements as set out in the Assurance Engagement of the Mental Health Investment Standard 2022/23 Guidance (the 'assurance briefing') and providing relevant information to NHS England on a basis in accordance with the requirements of the assurance briefing. The ICB is responsible for ensuring that the non-financial records for its predecessor CCGs can be reconciled to the financial records.

2.2 The management of the ICB will make available to the accountant all records, correspondence, information and explanations of their own and for its predecessor CCGs that the accountant considers necessary to enable the accountant to perform the accountant's work.

2.3 The ICB and NHS England accept that the ability of the accountant to perform its work effectively depends upon the ICB providing full and free access to the financial and other records and the ICB shall procure that any such records held by a third party are made available to the accountant for its predecessor CCGs.

2.4 The accountant accepts that, whether or not the ICB meets its obligations, the accountant remains under an obligation to NHS England to perform its work with reasonable care. The failure by the ICB to meet its obligations may cause the accountant to qualify its report or be unable to provide a report.

3. Scope of the accountant's work

3.1 The ICB will provide the accountant with such information, explanations and documentation that the accountant considers necessary to carry out its responsibilities for itself and its predecessor CCGs. The accountant will seek written representations from management in relation to matters for which independent corroboration is not available. The accountant will also seek confirmation that any significant matters of which the accountant should be aware have been brought to the accountant's attention.

3.2 The accountant will perform the following work in relation to reports required by NHS England:

3.2.1 The MHIS compliance statement: the accountant will carry out a reasonable level of assurance assignment as set out in the terms and conditions of the assurance briefing and subject to any adverse findings will produce a report in the form set out below.

3.2.2 The criteria are identified as per the assurance briefing.

3.3 The accountant will not subject the information provided by the ICB for its predecessor CCGs to checking or verification except to the extent expressly stated. While the accountant will perform the accountant's work with reasonable skill and care, the accountant's work should not be relied upon to disclose all misstatements, fraud or errors that might exist.

4. Form of the accountant's report

4.1 The accountant's reports are prepared on the following bases:

4.1.1 ICBs should share draft reports received from the reporting accountant with NHS England.

4.1.2 Neither the ICB nor NHS England may rely on any oral or draft reports the accountant provides. The accountant accepts responsibility to the ICB and NHS England for the accountant's final signed reports only.

4.1.3 The accountant's report will be prepared solely for the confidential use of the ICB and NHS England, and solely for the purpose of facilitating the MHIS compliance statement. The report will be released to the ICB and NHS England on the basis that it shall not be copied, referred to or disclosed, in whole or in part (save as otherwise permitted by agreed written terms in the assurance briefing), without the prior written consent of the accountant, except where there is a legal or statutory right of access.

4.1.4 Without imposing on the accountant and without the accountant assuming (or being perceived as assuming) any duty or responsibility and without imposing or accepting any liability to anyone except the ICB and NHS England, the ICB and NHS England may disclose the reports to others who demonstrate statutory rights of access to the report.

4.1.5 To the fullest extent permitted by law, except for the ICB and NHS England, the firm of accountants, its partners and staff neither owe nor accept any duty to any person (including, without limitation, any person who may use or refer to any of the ICB's publications) and shall not be liable for any loss, damage or expense of whatsoever nature which is caused by any person's reliance on representations in the accountant's reports.

5. Liability provisions

5.1 The accountant will perform the engagement with reasonable skill and care and accepts responsibility to the ICB and NHS England for losses, damages, costs or expenses ('losses') caused by its breach of contract, negligence or wilful default, subject to the following provisions:

5.1.1 The accountant will not be responsible or liable if such losses are due to the provision of false, misleading or incomplete information or documentation or due to the acts or omissions of any person other than the accountant, except where, on the basis of the enquiries normally undertaken by accountants within the scope set out in these terms of engagement, it would have been reasonable for the accountant to discover such defects.

5.1.2 The accountant accepts liability without limit for the consequences of its own fraud and for any other liability which it is not permitted by law to limit or exclude.

5.1.3 Subject to the previous paragraph (5.1.2), the total aggregate liability of the accountant whether in contract, tort (including negligence) or otherwise, to the ICB and NHS England, arising from or in connection with the work which is the subject of these terms (including any addition or variation to the work), shall not exceed the amount of £500,000.

5.2 The ICB and NHS England agree that they will not bring any claims or proceedings against any individual partners, members, directors or employees of the accountant. This clause is intended to benefit such partners, members, directors and employees who may enforce this clause pursuant to the Contracts (Rights of Third Parties) Act 1999 ('the Act'). Notwithstanding any benefits or rights conferred by this agreement on any third party by virtue of the Act, the parties to this agreement may agree to vary or rescind this agreement without any third party's consent. Other than as expressly provided in these terms, the Act is excluded.

5.3 Any claims, whether in contract, negligence or otherwise, must be formally commenced within six years after the party bringing the claim becomes aware (or ought reasonably to have become aware) of the facts which give rise to the action and in any event no later than six years after relevant report was issued (or, if no report was issued, when the accountant accepted the engagement in writing). This expressly overrides any statutory provision which would otherwise apply.

5.4 This engagement is separate from and unrelated to the accountant's audit work on the financial statements of the [CCG(s) and/or ICB] for the purposes of any applicable statutory or regulatory or other auditing framework and nothing herein creates obligations or liabilities regarding the accountant's audit work, which would not otherwise exist.

6. Fees

6.1 The accountant's fees, together with VAT and out-of-pocket expenses, will be agreed with and billed to ICB. NHS England is not liable to pay the accountant's fees.

7. Quality of service

7.1 The accountant will investigate all complaints. NHS England or the ICB has the right to pursue any complaint.

8. Providing services to other parties

8.1 The accountant will not be prevented or restricted by virtue of the accountant's relationship with the ICB and NHS England, including anything in these terms of engagement, from providing services to other clients. The accountant's standard internal procedures are designed to ensure that confidential information communicated to the accountant during the course of an assignment will be maintained confidentially.

9. Applicable law and jurisdiction

9.1 This agreement shall be governed by and interpreted and construed in accordance with the laws in England and Wales and the English courts.

9.2 The ICB, NHS England and the accountant irrevocably agree that the courts of the UK shall have exclusive jurisdiction to settle any dispute (including claims for set-off and counterclaims) which may arise on any basis in connection with the validity, effect, interpretation or performance of, or the legal relationship established by this agreement or otherwise arising in connection with this agreement.

10. Alteration to terms

10.1 All additions, amendments and variations to these terms of engagement shall be binding only if in writing and signed by the duly authorised representatives of the parties. These terms supersede any previous agreements and representations (unless based on fraud) between the parties in respect of the scope of the accountant's work and the accountant's report or the obligations of any of the parties relating thereto (whether oral or written) and represents the entire agreement and understanding between the parties. These terms do not affect any separate agreement in writing between the ICB and the accountant.

Illustrative independent reasonable assurance report in connection with the 2022/23 MHIS compliance statement to the governing body of [name of ICB] and NHS England for the year ended 31 March 2023

To: Governing Body of [name of ICB] and NHS England

This reasonable assurance report (the "Report") is made in accordance with the terms of our engagement letter dated [xxx] (the "Engagement Letter") for the purpose of reporting to the Governing Body of [name of ICB] ("the ICB") and NHS England in connection with the ICB's Mental Health Investment Standard compliance statement dated [yyyy] for the year ended 31 March 2023 (the "Statement"), incorporating spend by its predecessor CCGs (the "CCG(s)") which is attached. As a result, this Report is not suitable for any other purpose.

Responsibilities of the ICB

The planning guidance for 2022/23 issued by NHS England stated that: "The Mental Health Investment Standard (MHIS) will apply to ICBs and continue to be subject to an independent review. For 2022/23, the MHIS requires ICBs to increase spend on mental health services by more than ICB programme allocation base growth (prior to the application of the convergence adjustment)."

ICBs are required to publish a statement after the end of the financial year to state whether they consider that they have met their obligations with regard to the MHIS (the "Statement"), including spend by their predecessor CCG(s) in quarter 1. The format and content of the Statement should be in line with the specified wording in the Assurance Engagement of the Mental Health Investment Standard 2022/23 – Briefing Guidance (the "Guidance") issued by NHS England.

The ICB's Accountable Officer is responsible for the preparation of the Statement(s) for the ICB for the year ended 31 March 2023, including spend by its predecessor CCG(s) in quarter 1, and for the completeness and accuracy of the accounting records and calculations (the "Relevant Information") that forms the basis for the preparation of the Statement. This includes the design, implementation and maintenance of internal controls relevant to the preparation of the Statement to ensure that mental health expenditure is correctly classified and included in the calculations and that the Statement is free from material misstatement, whether due to fraud or error.

Relevant information to be used in the preparation of the statement

The relevant information to be used in the preparation of the Statement is set out in the guidance. This includes:

- Total expenditure on mental health in the year ended 31 March 2023, which is consistent with the definitions used for programme budgeting, as set out in the guidance.
- The ICB's target spend for the year, as confirmed by NHS England.
- The guidance sets out what constitutes eligible mental health expenditure for the purpose of the MHIS and the Statement.

The ICB's accountable officer was required to provide us with:

- access to all information of which management is aware that is relevant to the preparation of the Statement, including procuring any such records held by a third party so they were made available to us.
- additional information that we requested from management for the purpose of the engagement.
- unrestricted access to persons within the ICB from whom we determined it necessary to obtain evidence.

Practitioner's responsibilities

Our responsibilities are to express a conclusion on the accompanying Statement. We conducted our engagement in accordance with UK Standard on Assurance Engagements (ISAE (UK) 3000), Assurance engagements other than audits or reviews of historical financial information. ISAE (UK) 3000 requires us to form an opinion as to whether the Statement has been properly prepared, in all material respects, in accordance with the criteria set out in the guidance.

We apply ISQM1 (UK) and accordingly maintain a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

We have complied with the independence and other ethical requirements of the Code of Ethics for Professional Accountants issued by the International Ethics Standards Board for Accountants which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour.

For the purpose of the engagement we have been provided by the ICB with a copy of their draft MHIS compliance statement showing the eligible MHIS expenditure and target spend for 2022/23, including spend by their predecessor CCGs in quarter 1, together with a more detailed expenditure summary. The Accountable Officer of the ICB remains solely responsible for the Statement.

We performed a reasonable assurance engagement as defined in ISAE (UK) 3000. The objective of a reasonable assurance engagement is to perform such procedures [on a sample basis] as to obtain information and explanations which we consider necessary in order to provide us with sufficient appropriate evidence to express a positive conclusion on the Statement.

A summary of the work that we performed is as follows:

[Reporting accountant to include details here]

We have examined the records of the ICB and its predecessor CCG(s), performing such procedures on a sample basis so as to obtain information and explanations which we considered necessary having regard to the guidance issued by NHS England and received such explanations from the management of the ICB in order to provide us with sufficient appropriate evidence to form our conclusion on the Statement.

The scope of our testing covered the total MHIS expenditure included in the Statement only and does not cover the reporting of spend against individual service lines in the expenditure summary.

Our work was directed to those matters which, in our view, materially affect the Statement and was not directed to the discovery of errors or misstatements that we consider to be immaterial. While we perform our work with reasonable skill and care, it should not be relied upon to disclose all misstatements, fraud or errors that might exist.

Inherent limitations (this section is only relevant if you are the CCG or the ICB's auditor)

Our audit work on the financial statements of the [CCG/ICB] is carried out in accordance with our statutory obligations and is subject to separate terms and conditions. This engagement will not be treated as having any effect on our separate duties and responsibilities as the [CCG/ICB]'s external auditors. Our audit report on the financial statements is intended for the sole benefit of the members of the Governing Body of the ICB, as a body, in accordance with Part 5 of the Local Audit and Accountability Act 2014.

It is not expected for accountants to review clinical opinions.

Our audit work has been undertaken so that we might state to the members of the Governing Body of the ICB those matters we are required to state to them in an auditor's report and for no other purpose. Our audits of the [CCG/ICB's] financial statements are not planned or conducted to address or reflect matters in which anyone other than such members of the Governing Body of the ICB may be interested in such purpose. In these circumstances, to the fullest extent permitted by law, we do not accept or assume any responsibility to anyone other than the ICB

and the members of the Governing Body of the ICB for our audit work, for our audit reports, or for the opinions we have formed in respect of those audits.

To the fullest extent permitted by law we do not and will not, by virtue of our reports or otherwise, assume or accept any duty of care or liability under this engagement to ICB and the members of the Governing Body of the ICB, or NHS England or to any other party, whether in contract, negligence or otherwise in relation to our statutory audits of the [CCG/ICB]'s financial statements.

[Conclusion/qualified conclusion/adverse conclusion]

Our conclusion has been formed on the basis of, and is subject to, the matters outlined in this report.

In our opinion, [XYZ] ICB's Mental Health Investment Standard compliance statement has been properly prepared, in all material respects, in accordance with the criteria set out in the Assurance Engagement of the Mental Health Investment Standard 2022/23 – Briefing Guidance published by NHS England.

Or

Except for [detail minor exceptions noted], in our opinion [XYZ] ICB's Mental Health Investment Standard compliance statement has been properly prepared, in all material aspects, in accordance with the criteria set out in the Assurance Engagement of the Mental Health Investment Standard 2022/23 – Briefing Guidance published by NHS England.

Or

In our opinion [XYZ] ICB's Mental Health Investment Standard compliance statement has not been properly prepared in all material respects, in accordance with the criteria set out in the Assurance Engagement of the Mental Health Investment Standard 2022/23 – Briefing Guidance published by NHS England.

Basis for [Qualified Conclusion/Adverse Conclusion]

We have undertaken our review of the ICB's Statement of Compliance having regard to the criteria set out by NHS England in its Assurance Engagement of the Mental Health Investment Standard 2022/23 – Briefing Guidance.

We have identified the following issues that indicate that the ICB's Statement of Compliance has not been properly prepared in accordance with NHS England's guidance:

[insert details of issues leading to qualification of opinion]

Restriction of Use of Our Report

[Reporting accountant to add standard wording]

[name of reporting accountant]

[Office location]

[Date]

B. Goods Provided

Please detail the goods to be provided or include an attachment with full details

Not Applicable

C. Price/Rates

Standard supplier pricing and rates are included within the pricing schedule. Please detail any discounts, volume arrangements or variations from the standard rates.

D. Management Information (MI)

Suppliers should provide Management Information as standard on a monthly basis. Customers should detail any additional management information required and the frequency of provision here.

E. Invoicing

Please detail any specific invoicing requirements here

All invoices will be paid by BACS and must include a purchase order.

Please send all invoices to:
NHS Coventry and Warwickshire Integrated Care Board
QWU PAYABLES M965
PO BOX 312
Leeds
LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

F. Cancellations

Please detail anything agreed with the supplier around cancellations.

G. Complaints/Escalation Procedure

Please detail any requirements regarding this

H. Termination

Standard requirements are provided below as an example but may be amended to reflect local requirements.

e.g. Persistent failure by the Contractor to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative Contractor(s) being appointed by the Customer to maintain levels of service to service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Customer will be allowed to terminate the Agreement immediately.

6. Other Requirements

A. Variation to Standard Specification

Please list any agreed variations to the specification of requirements

B. Other Specific Requirements

Please list any agreed other agreed requirements