

19 June 2024

Dear,

Re: Your request for information under the Freedom of Information Act 2000
Ref no: FOI-4015-LSC

Thank you for your request dated 22 April 2024.

We can confirm that the ICB does hold the information you requested.

Please find our response to your questions below:

Q1	<p>Your Question:</p> <p>Overview of Communication Services Funding and Providers:</p> <ul style="list-style-type: none">• Could you provide a detailed overview of the current communication services (including SMS, email, and patient engagement platforms) funded by the ICS for use in GP practices within your jurisdiction?• Please list all providers currently contracted to supply these communication services, specifying the nature of the services they provide in full. <p>Our Response:</p> <ul style="list-style-type: none">• Email: NHS mail – Nationally provided, but the ICB funds license upgrades (Office 365).• SMS: BT & Iplato.• Online Consultation and Video Consultation (OCVC) – Accurx, Iplato & Advanced PATCHS.
Q2	<p>Your Question:</p> <p>Procurement and Contract Details:</p> <ul style="list-style-type: none">• Can you detail the procurement process followed for selecting communication service providers, specifically mentioning any open tenders or frameworks used?• For each contract awarded for communication services in the last five years, please provide:<ul style="list-style-type: none">▪ The name of the awarded provider,▪ The value and duration of the contract,▪ The specific services covered under the contract.

Our Response:

The below response is based on 2-year period in conjunction with the Organisational creation of the ICB:

- OCVC: DFOVC Framework (Note, supplier start dates & expiry dates for each).

Specific Services covered:

Accurx - Patient Triage, Online consultation and video consultation.

Iplato – Patient triage, online consultation and video consultation, patient messaging and patient questionnaires.

Advanced (PATCHS) - Patient triage, online consultation and video consultation, patient messaging and patient questionnaires.

Contract Duration: The contract terms are set by the DFOVC Framework i.e. annual contract renewable for 3 years with 30 days' notice to end the contract after a 3-month period.

Accurx – November 2025

Iplato – October 2025

Advanced – February 2026

SMS - BT contract was procured through Crown Commercial Service GCloud 13 framework (An online catalogue where public sector customers can buy cloud-based computing services such as hosting, software and cloud support. Includes many off-the-shelf, pay-as-you-go cloud solutions) following desktop evaluation for a contract duration of 13 months.

Please note that NHS Lancashire and South Cumbria ICB are not obliged to provide information which relates to contract values. In this case, we believe that the information would, or would be likely to, prejudice the commercial interests of the ICB (section 43(2) of the Act).

In line with the terms of these exemption in the Freedom of Information Act, we have also considered whether it would be in the public interest for us to provide you with the information, despite the exemptions being applicable. In this case, we have concluded that the public interest favours withholding the information.

You can find out more about Section 43 by reading the extract from the Act and some guidance points we consider when applying this exemption along with more information by reading the full text of the Act, available at: <http://www.legislation.gov.uk/ukpga/2000/36/section/43>

When assessing whether or not it was in the public interest to disclose the information to you, we took into account the following factors:

Public interest considerations favouring disclosure

- **The FOIA requires that public sector organisations are open and transparent in relation to their business making decisions.**
- **Public have an interest in knowing how public funds are spent and know that funds are being used appropriately.**

Public interest considerations favouring withholding the information

- **Disclosure of the information may cause a breach of commercial confidentiality, causing harm to the ICB and service providers. This could also impact on future quality and service the public sector and the ICB receives.**
- **It would be likely to damage the ICBs abilities to obtain new business because other parties would be aware of the margins of its delivery model whilst allowing others to undercut competitors.**
- **The ICB may be open to legal action for breaching commercial confidentiality clauses, causing a loss of business to suppliers in the market place in favour of providers who would have access to their cost models and pricing structures (this information is only provided one way by the ICB, so it would hand a commercial advantage to the individual making this request). This would have the potential to compromise the ICB's abilities to tender new contracts successfully and competitively in a market place where reduced confidence in the confidentiality of an organisation reduces the chance of competing bids.**

Having considered the arguments for and against disclosure, NHS Lancashire and South Cumbria ICB decided that the public interest in this case is best served by maintaining the exemption and by not disclosing the information requested.

NHS Lancashire and South Cumbria ICB considers that the possible benefits of disclosure are outweighed by the real risk of causing prejudice to the commercial interests of the ICB itself. In this case there is an overriding public interest in ensuring that companies are able to compete fairly and it is also deemed likely that it may damage their ability to win new business and potentially deprive the ICB of income.

We reached the view that, on balance, the public interest is better served by withholding this information under Section 43(2).

Furthermore, total contract values vary annually as GP Practices are afforded the option to move suppliers throughout the contract period.

Q3 Your Question:

SMS/Text Messaging Specifics:

- **Regarding contracts awarded, could you provide the rationale for the selection, particularly in terms of cost-effectiveness, service comprehensiveness, and any unique features or benefits that influenced the decision?**
- **Were any contracts directly awarded without a competitive tender process? If so, please provide the reasons for this approach and any documentation justifying the decision.**

Our Response:

In relation to unique features, these are also deemed commercially sensitive and therefore we would consider to be exempt under Section 43(2) - Please refer to the response within question 2 as this is also applicable here.

A section 21 exemption has been applied as information relating to NHS mail is publicly available at the following link: <https://www.england.nhs.uk/long-read/nhs-mail/>

SMS: The contract was awarded after desktop evaluation on a public sector framework that allows for direct award.

In terms of value for money, the contracts awarded were based on best value for

	money at the time.
Q4	<p>Your Question:</p> <p>Future Procurement and Innovation Opportunities:</p> <ul style="list-style-type: none"> • Are there any upcoming opportunities for new providers to bid on communication services within the ICS? • How does the ICS support innovation in patient communication and digital health solutions? Are there specific criteria or challenges you are looking to address with future procurements?
	<p>Our Response:</p> <p>A section 21 exemption has been applied as information regarding the Digital pathways framework is available publicly: https://digital.nhs.uk/services/digital-services-for-integrated-care/digital-pathways-framework</p> <p>The ICB supports innovation by the following:</p> <ul style="list-style-type: none"> • Value for money • Shared functionality for service users based on principles of simplification • Framework suppliers only.
Q5	<p>Your Question:</p> <p>Compliance and Framework Agreements:</p> <ul style="list-style-type: none"> • Please confirm whether the contracts with current communication service providers, adhere to NHS procurement guidelines and framework agreements. • If there have been any deviations or exemptions in following standard procurement protocols, could you provide details and justifications for these cases?
	<p>Our Response:</p> <p>Yes, the contracts referenced in this FOI adhere to NHS procurement guidelines purchased through framework agreements.</p> <p>Not applicable.</p>

Right of Appeal

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 this by contacting the FOI team by email at MLCSU.FOITeam@nhs.net or by post to Jubilee House, Lancashire Business Park, Leyland, PR26 6TR, specifying why you require a review.

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 CCGs 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

Asim Patel – Chief Digital Officer

**On behalf of Kevin Lavery
ICB Chief Executive**