

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)

Primary Care Support Services Framework
Agreement

Schedule 2.1

Call-Off Procedure

OFFICIAL - SENSITIVE - COMMERCIAL

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1. Introduction

This Schedule sets out the procedure to be followed should a Potential Customer wish to purchase any of the Services from the Supplier during the Call-Off Period.

2. Call-Off Process

- 2.1 If a Potential Customer wishes to order any of the Services it shall notify the Supplier, and the Potential Customer and Supplier shall endeavour to complete and agree-in principle a Call-Off Order Form in respect of that requirement.
- 2.2 If the Potential Customer and the Supplier reach an agreement in principle on the contents of the Call-Off Order Form, the Supplier shall send the agreed-in principle Call-Off Order Form to the Framework Authority for approval. The Framework Authority shall either approve the agreed-in principle Call-Off Order Form or notify the Supplier and Potential Customer of the reasons for withholding its approval within 5 Working Days of receipt of the Call-Off Order Form. The Supplier shall, within 10 Working Days of receipt of the Framework Authority's consent to contract with the Potential Customer, sign the Call-Off Order Form and deliver 2 copies of the relevant Call-Off Order Form to the Potential Customer for signature.
- 2.3 Where the Call-Off Order Form received by the Framework Authority relates to a Call-Off Agreement with a value equal to or greater than £50 million (exclusive of VAT) the Framework Authority may, where requested to do so by the Potential Customer to whom the Call-Off Order Form relates, undertake an assessment as to whether the Supplier continues to meet the Minimum Standard of Reliability. If the Supplier does not meet the Minimum Standard of Reliability, the Framework Authority shall, in accordance with its rights under Paragraph 2.2 above, withhold its approval of the relevant Call-Off Order Form.
- 2.4 The execution of the Call-Off Order Form by duly authorised representatives of the Supplier and the Potential Customer and counter signed by the Framework Authority, shall be sufficient to create a valid and legally binding contract comprising the Call-Off Terms in force at that time as amended and supplemented by the relevant Call-Off Order Form.

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ORDER FORM

[] **Call-Off Agreement**

Order No. []

On 11 November 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of primary care support services to the Framework Authority and other public sector bodies and invited expressions of interest from the private sector in becoming the Supplier.

On or about 11 August 2015, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.

In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Call-Off Terms as amended and supplemented by this Call-Off Order Form.

In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

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Section 1: Customer Details

	Customer	<i>[Guidance Note: Insert the name of the Customer.]</i>
	Address	<i>[Guidance Note: Insert the address which is the principal place of business of the Customer.]</i>

The Service Recipients for the purpose of this Call-Off Agreement are:

	Service Recipients	<i>[Guidance Note: please list each department, executive agency, non-departmental public body, arm's length management organisation or other contracting authority (for example, NHS Trust or CCG) which is to receive the benefit of some or all of the Services to be provided under this Call-Off Agreement.]</i>
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Section 2: Preliminaries

	Conditions Precedent	<p>The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing of this Call-Off Order Form by the Framework Authority's authorised representative.</p> <p><i>[Guidance Note: insert details of any additional conditions precedent.]</i></p>
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Section 3: Call-Off Agreement Particulars

	Call-Off Service Description	<p><i>[Guidance Note: set out the scope of services applicable to this Call-Off Order Form at Appendix 1. The services must be within the scope of services set out in Schedule 3.1 (Service Description) to the Framework Agreement]</i></p> <p>The Call-Off Service Description applicable to this Call-Off Agreement is set out at Appendix 1 (Service Description) to this Call-Off Order Form.</p>
	Supplier Solution	<p><i>[Guidance Note: the template supplier's solution set out in Appendix 2 should be populated for this Call-Off Order Form]</i></p> <p>The Supplier Solution applicable to this Call-Off Agreement is set out at Appendix 2 (Supplier Solution) to this Call-Off Order Form</p>
	Service Levels	The Service Level schedule applicable to this Call-Off Agreement is set out at Appendix 16 (Service Levels) to this Call-Off Order Form,
	Initial Term	The Initial Term shall be [] months.
	Customer Responsibilities	<p>The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 3 (Customer Responsibilities) to this Call-Off Order Form.</p> <p><i>[Guidance Note: where the Supplier is reliant on the Customer to procure certain obligations (e.g. access to third party IT systems or to other third party suppliers with whom the Customer has an existing relationship) such</i></p>

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		<p><i>dependencies should be set out in Appendix 3]</i></p> <p><i>[Guidance Note: if applicable, the Supplier's Mitigation Strategy shall be set out at Annex 1 to Appendix 3 (Customer Responsibilities) to this Call-Off Agreement.]</i></p>
	Staff Transfer	<p><i>[Guidance Note: Customer to identify here which Part(s) of Schedule 6.1 is / are anticipated to apply in respect of the Services to be delivered under the Call-Off Agreement and any staff (whether Customer Employees of Former Supplier Employees) who may be subject to a Relevant Transfer under TUPE.]</i></p> <p>Pursuant to Clause 22.1.1 of the Call-Off Terms, the Customer anticipates that the following Part(s) of Schedule 6.1 (Staff Transfer) shall apply to this Call-Off Agreement (<i>tick as applicable</i>):</p> <p><input type="checkbox"/> Part A <input type="checkbox"/> Part B <input type="checkbox"/> Part C</p> <p><i>[Guidance Note: in the event that any of the above boxes are ticked, Part D of Schedule 6.1 shall apply automatically to this Call-Off Agreement and the following sentence shall be included in the Call-Off Order Form]</i></p> <p><i>[As one or more of Parts A, B and C, are anticipated to apply to this Call-Off Agreement, Part D of Schedule 6.1 shall also apply]</i></p>
	Transition Plan	<p><i>[Guidance Note: this plan should set out the transition activities required to be completed prior to commencement of the Services under this Call-Off Agreement (as per Clause 5 of the Call Off Terms). Consider specifying Key Milestones for completion of activities and Delay Payments to compensate the Customer for late delivery (see below). Where the Transition Plan is substantial, the parties should append a copy of this plan to the executed Call-Off Order Form]</i></p> <p>The Transition Plan applicable to this Call-Off Agreement is set out at Appendix 4 (Transition Plan) to this Call-Off Order Form</p> <p><i>[Guidance Note: The Transition schedule assumes that certain Transition-related activities may have been completed as set out in that plan.]</i></p>
	Outline Transformation Plan	<p><i>[Guidance Note: this plan is optional and may be included if transformation activities are required to be completed following commencement of the Services under this Call-Off Agreement (as per Clause 6 of the Call Off Terms). If a plan is included consider specifying Key Milestones for completion of activities and Delay Payments to compensate the Customer for late delivery (see below). Where the Transformation Plan is substantial, the parties should append a copy of this plan to the executed Call-Off Order Form. Where a Transformation Plan is not needed, the text below this Guidance Note should be deleted and replaced with "Not applicable". See also the Special Conditions relating to the Transformation Plan for Clause 6 and Schedule 2.7 in a later section of this Call-Off Order Form]</i></p> <p><i>[The Outline Transformation Plan applicable to this Call-Off Agreement is set out at Appendix 5 (Outline Transformation Plan) to this Call-Off Order Form.]</i></p>

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	Commercially Sensitive Information	<p><i>[Guidance Note: in connection with Schedule 3.2 (Commercially Sensitive Information), the list of commercially sensitive information should be agreed between the parties]</i></p> <p>Commercially Sensitive Information applicable to this Call-Off Agreement is set out at Appendix 6 (Commercially Sensitive Information) to this Call-Off Order Form.</p>
	Sub-Contractors	The Sub-Contractors the Supplier is entitled to sub-contract its obligations under this Call-Off Agreement to are set out at Appendix 7 (Sub-Contractors) to this Call-Off Order Form.
	Software	The Software applicable to this Call-Off Order Agreement is set out at Appendix 8 (Software) to this Call-Off Order Form.
	Security Management	<p>The Security Management Plan applicable to this Call-Off Agreement is set out at part 1 of Appendix 9 (Security Management) to this Call-Off Order Form.</p> <p>The Internal Incident Reporting Procedure applicable to this Call-Off Agreement is set out at part 2 of Appendix 9 (Security Management) to this Call-Off Order Form.</p> <p>The Subject Access Request Procedure applicable to this Call-Off Agreement is set out at part 3 of Appendix 9 (Security Management) to this Call-Off Order Form.</p>
	Testing	The Test Success Criteria applicable to this Call-Off Agreement is set out at Appendix 10 (Testing) to this Call-Off Order Form.
	Assets	<p>Customer Transferring Assets</p> <p>Are there any assets which are to transfer from the Customer to the Supplier pursuant to this Call-Off Agreement and which are to be treated as "Customer Transferring Assets"?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If "Yes", the Customer Transferring Assets which the Customer has agreed with the Supplier prior to the submission of this Call-Off Order Form are listed in Appendix 11.</p> <p>Customer Transferring Assets Purchase Price</p> <p>The price payable for the Customer Transferring Assets pursuant to Paragraph 3.5 of Schedule 2.9 (Assets) of the Call-Off Agreement is £[◆] ([insert figure in words] pounds).</p>

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	Delay Payments	<p><i>[Guidance Note: Text below to be included if Delay Payments are to be paid by the Supplier. The method of calculation (e.g. daily / flat rate) and value of Delay Payments and the Milestones to which Delay Payments will be attached will need to be defined as appropriate to the relevant Call-Off Agreement - this can adjusted in the sections of text in square brackets in the following paragraph]</i></p> <p>If the Supplier does not achieve <i>[specify Key Milestones to which Delay Payments will apply]</i> <i>[specified in the Transition Plan or Transformation Plan (as the case may be)]</i> it shall pay to the Customer, by way of liquidated damages, <i>[£◆ per day of Delay (or part thereof)]</i> until the relevant Key Milestone has been achieved.</p>
	Framework Agreement (version)	This Call-Off Agreement is made pursuant to the Framework Agreement dated <i>[insert date]</i> , as amended on <i>[insert date(s)]</i> at the date of this Call-Off Order Form.]

Section 4: Personnel and Governance

	Key Personnel	<p><i>[Guidance Note: the parties should set out the Key Personnel applicable to this Call-Off Agreement in the table set out in Appendix 12]</i></p> <p>The Key Personnel applicable to this Call-Off Agreement are set out at Appendix 12 (Key Personnel) to this Call-Off Order Form.</p>	
	Governance	<p><i>[Guidance Note: the parties should set out the relevant details applicable to the governance boards for this Call-Off Agreement in the table set out in Appendix 13]</i></p> <p>Details of the governance boards applicable to this Call-Off Agreement are set out at Appendix 13 (Governance Boards) to this Call-Off Order Form.</p>	
	Customer Representative	Name	<i>[Guidance Note: insert name of Customer Representative.]</i>
		Address	<i>[Guidance Note: insert address of Customer Representative.]</i>
		Telephone No.	<i>[Guidance Note: insert telephone number.]</i>
		Email	<i>[Guidance Note: insert email address.]</i>
	Supplier Representative	Name	<i>[Guidance Note: insert name of Supplier Representative.]</i>
		Address	<i>[Guidance Note: insert address of Supplier Representative.]</i>
		Telephone No.	<i>[Guidance Note: insert telephone number.]</i>
		Email	<i>[Guidance Note: insert email address.]</i>

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	Customer Notice Recipient	Name	<i>[Guidance Note: insert name of person on whom notices for the Customer should be served.]</i>
		Address	<i>[Guidance Note: insert address for service of notices.]</i>
		Email	<i>[Guidance Note: insert email address for service of notices.]</i>
	Supplier Notice Recipient	Name	<i>[Guidance Note: insert name of person on whom notices for the Supplier should be served.]</i>
		Address	<i>[Guidance Note: insert address for service of notices.]</i>
		Email	<i>[Guidance Note: insert email address for service of notices.]</i>

Section 5: Project management

	Customer Project Manager	Name	<i>[Guidance Note: insert name of Project Manager.]</i>
		Address	<i>[Guidance Note: insert address]</i>
		Telephone No.	<i>[Guidance Note: insert telephone number]</i>
		Email	<i>[Guidance Note: insert email address.]</i>
	Supplier's Project Manager	Name	<i>[Guidance Note: insert name of Project Manager.]</i>
		Address	<i>[Guidance Note: insert address]</i>
		Telephone No.	<i>[Guidance Note: insert telephone number]</i>
		Email	<i>[Guidance Note: insert email address]</i>

Section 6: Financial Reports, Charges and Invoicing and Limits on Liability

	Financial Reporting Documents	<p>[The Initial Financial Model applicable to this Call-Off Agreement is set out at Part 1 of Appendix 17 (Financial Reporting Documents) to this Call-Off Order Form.]</p> <p>[The Template Financial Reports (including the Contract Amendment Report and Annual Contract Report) applicable to this Call-Off Agreement is set out at Part 2 of Appendix 17 (Financial Reporting Documents) to this Call-Off Order Form.]</p> <p>[The Financial Reporting Model applicable to this Call-Off Agreement is set out at Part 3 of Appendix 17 (Financial Reporting Documents) to this Call-Off Order Form.]</p>
	Charging	Details of the charging regime applicable to this Call-Off Agreement are set out at Appendix 14 (Charges and Invoicing) to this Call-Off Order

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		Form.
	Invoice Address(es)	<i>[Guidance Note: Insert an address for the recipient of invoices]</i>
	Maximum Payments on Termination	Details of the Maximum Payments on Termination applicable to this Call-Off Agreement are set out at Appendix 15 (Payments on Termination) to this Call-Off Order Form.
	Limitations on Liability	<p>The relevant financial limit of liability in respect of Clause 39.4.1 of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p> <p>The relevant financial limit of liability in respect of Clause 39.4.3.5(a) of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p> <p>The relevant financial limit of liability in respect of Clause 39.4.3.5(b) of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.1 of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.2 of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p> <p>The relevant financial limit of liability in respect of Clause 39.6.2.3 of the Call-Off Terms for the purposes of this Call-Off Agreement is <i>[insert figure]</i>.</p>

Section 7: Insurance

	Required Insurances
	<p>The Supplier shall maintain the Insurances set out in Framework Schedule 3.2 (Insurance Requirements).</p> <p><i>[Guidance note: In the event that the Customer requires additional insurances to those set out in Framework Schedule 3.2, the Customer can add details of any such additional insurance requirements here]</i></p>

Section 8: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

	Special Conditions
	<i>[Guidance Note: Each Customer should consider the suitability of the standard Call-Off Terms and their application to each new Call-Off Agreement. This section sets out a range of alternate provisions and related guidance notes which Customers may wish to consider. The matters listed in</i>

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	<p><i>this section are indicative, and Customers may decide they need to amend additional provisions for their Call-Off Agreement, however variations from the underlying Call-Off Terms should be kept to a minimum, and within the bounds of change permitted by relevant procurement regulations]</i></p> <p><i>If any of the Call-Off Terms (or the Schedules attached thereto) require an amendment or the insertion of any additional provisions (such as in accordance with the instructions below), the changes should be expressed below, under the appropriate heading, in one of the following ways:</i></p> <ul style="list-style-type: none"> • <i>by citing the old text which is to be amended or deleted and citing the new text which amends or replaces the old text;</i> • <i>by using track changes to show proposed insertions and deletions;</i> • <i>in the case of new text, by clearly identifying where such new text fits within the existing text; or</i> • <i>where there are material changes proposed to a number of provisions, by citing that part of the Call-Off Agreement which is to be replaced and appending the applicable form of amendment as an additional appendix to the Call-Off Order Form.</i> <p><i>In all cases, if, as a result of any such amendments, any paragraphs are not required, these should be amended to appear as "not used" in order to preserve the numbering and cross referencing within and across the Call-Off Terms.</i></p> <p>Overarching Considerations</p> <p><i>Where a Customer is based in a jurisdiction other than England, Customers may need to consider if any statutory or legislative references require amendment to align with the relevant equivalent provisions in the jurisdiction in which the Customer operates.</i></p> <p><i>Customers must ensure that any special conditions set out in this Call-Off Order Form are compliant with the restrictions relating to Framework Agreement set out in Regulation 33 of the Public Contracts Regulations 2015.</i></p> <p><i>If there are Call-Off Agreement specific financing arrangements, these should also be captured as special conditions within this section.</i></p> <p>Definitions</p> <p><i>[Note to Customer: Customers should insert any bespoke definitions which are specific to their Call-Off Agreement in this section (or the substance of definitions which may vary between Call-Off Agreements) (e.g. Service Commencement Date, Gain Share Threshold, Volume Forecast periods). Customers should consider if terminology relating to the services needs updating in view of the services to be provided and Customers should also update references to NHS England accordingly.]</i></p> <p>Call-Off Terms</p> <p><i>[Note to Customer: If a Transformation Plan is not applicable to your Call-Off Agreement, the following text should be included]</i></p> <p><i>[Clause 6 (Transformation) and Schedule 2.7 (Outline Transformation Plan) shall not be applicable to this Call-Off Agreement]</i></p> <p><i>[Note to Customer: If the Customer has not defined specific "Legislative Requirements" linked to</i></p>
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	<p><i>individual Service Requirements in Schedule 2.1 (Call-Off Service Description) clause 19.2.3 of the Call-Off Terms may be disapplied by including the following text]</i></p> <p>[Clause 19.2.3 shall not apply to this Call-Off Agreement].</p> <p><i>[Note to Customer: Customers should consider whether the IPR ownership / licence provisions in clause 24 are appropriate to their individual Call-Off Agreement and the materials being developed in each case. In particular the Call-Off Terms (Clauses 24.1-24.6) assume that IPRs in Specially Written Software and Project Specific IPRs will be assigned by the Supplier to the Customer. Where this is not appropriate, the Customer may include the following alternative provisions which provide for a perpetual licence in Specially Written Software and Project Specific IPRs.]</i></p> <p>[Clauses 24.1 to 24.6 (inclusive) shall not apply to this Call-Off Agreement, shall be deemed to be 'not used', and shall be replaced with the following Clause 24.1A:</p> <p>24.1A The Supplier hereby grants to the Customer, or shall procure the direct grant to the Customer of, a perpetual, worldwide, royalty free, non exclusive and irrevocable licence to use (which shall include the right to load, execute, interpret, store, transmit, display, copy (for the purposes of loading, execution, interpretation, storage, transmission or display), modify, adapt, enhance, reverse compile, decode and translate):</p> <p>24.1A.1 the Documentation, Source Code and the Object Code of the Specially Written Software;</p> <p>24.1A.2 all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software (together "Software Supporting Materials"); and</p> <p>24.1A.3 the Project Specific IPRs including but not limited to the right to copy, adapt, publish (including on the IT Environment) and distribute such Project Specific IPRs.</p> <p>Clause 24.11.1 shall be amended and replaced to read as follows:</p> <p>24.11 The Customer may sub-license:</p> <p>24.11.1 the rights granted under Clause 24.1A (Specially Written Software and Project Specific IPRs) and 24.8.1 (Supplier Software and Supplier Background IPRs) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:</p> <p>24.11.1.1 the sub-licence is on terms no broader than those granted to the Customer;</p> <p>24.11.1.2 the sub-licence authorises the third party to use the rights licensed in Clause 24.8.1 (Supplier Software and Supplier Background IPRs) only for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's business or function; and</p> <p>24.11.1.3 the sub-licensee shall have executed a confidentiality undertaking in favour of the Supplier in or substantially in the form set out in Annex 2 to Schedule 3.5 (Software); and</p> <p>Clause 24.12 shall be amended to read as follows:</p>
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	<p>24.12 The Customer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to Clause 24.8.1 (Supplier Software and Supplier Background IPRs) and pursuant to Clause 24.1A (Specially Written Software and Project Specific IPRs) to:</p> <p>24.12.1 a Central Government Body; or</p> <p>24.12.2 to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.</p> <p>Schedule 2.3 (Standards)</p> <p><i>[Note to Customer: Consider whether any additional and/or alternative standards should apply to this Call-Off Agreement.]</i></p> <p>Schedule 2.4 (Service Reports)</p> <p><i>[Note to Customer: Consider whether any additional and/or alternative service reporting requirements should apply to this Call-Off Agreement.]</i></p> <p>Schedule 2.6 (Transition Plan)</p> <p><i>[Note to Customer: This schedule assumes that there will only be one Transition Plan, attached to the Call-Off Order Form at Appendix 4. If a longer transition period is expected, the Customer may wish for an Outline Transition Plan to be attached to the Call-Off Order Form and an amended schedule to provide a mechanism for the development of a Detailed Transition Plan. Paragraph 2.2 and 2.3 should be updated accordingly.]</i></p> <p>Schedule 2.7 (Transformation Plan)</p> <p><i>[Note to Customer: This schedule assumes that an Outline Transformation Plan is attached to the Call-Off Order Form and a Detailed Transformation Plan is developed pursuant to the schedule. Consider if this is appropriate to your Call-Off Agreement. If Transformation Plans are not required, the following text should be included in this Order Form]</i></p> <p><i>[Schedule 2.7 (Transformation Plan) shall not be applicable to this Call-Off Agreement]</i></p> <p>Schedule 4.4 (Financial Reports and Audit Rights)</p> <p><i>[Note to Customer: consider whether the thresholds within the definition of "Material Change" are set at an appropriate level for this Call-Off Agreement.]</i></p> <p>Schedule 4.5 (Value for Money Provisions)</p> <p><i>[Note to Customer: Consider the appropriate timeframes for gainshare calculations to be carried out at paragraph 7.]</i></p> <p>Schedule 5.1 (Call-Off Governance)</p> <p><i>[Note to Customer: Consideration should be given to the suitability of the governance boards set out in Schedule 5.1 of the Call-Off Terms. This includes the current boards' remit, or if additional boards are required due to the nature of your Call-Off Agreement.]</i></p>
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	<p>Schedule 5.2 (Change Control Procedure)</p> <p><i>[Note to Customer: Consider whether:</i></p> <p><i>the thresholds set out in paragraphs 2.1.2(a) and 2.5 regarding the Customer's contribution to the Supplier's costs in completing an Impact Assessment are appropriate.</i></p> <p><i>the thresholds set in paragraphs 7.2.1, 7.2.2 and 7.3 in connection with Fast Track Changes are appropriate.</i></p> <p><i>any additional documents should also be designated as Contract Controlled Documents in Appendix 4 to the Schedule.]</i></p>
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Section 9: Framework Authority Consent

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Call-Off Agreement. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 9:

Signature	
Print Name	
Title	
Date	

Section 10: Formation of Call-Off Agreement

Subject to Section 9 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer (which may be executed in any number of counterparts, and by the Parties on separate counterparts) shall create a valid and legally binding contract comprising the Call-Off Terms as amended and supplemented by this Call-Off Order Form. This Call-Off Order Form shall not be effective until each Party has executed at least one counterpart.

Each counterpart shall constitute an original of this Call-Off Agreement, but all the counterparts shall together constitute one and the same instrument.

SIGNED for and on behalf of the Customer:

Signature	
Print Name	
Title	
Date	

SIGNED for and on behalf of the Supplier:

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Signature	
Print Name	
Title	
Date	

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Appendix 1

Call-Off Service Description

[Guidance Note: the following template Call-Off Service Description shall be populated accordingly. The structure assumes that the Services will be delivered from commencement as described in this Appendix and subsequently transformed and delivered in accordance with Appendix 2 (Supplier Solution). If there is no transformation of the Services, completion of this Appendix should be sufficient.]

1. Definitions

In this Appendix, the following definitions shall apply:

Expression	Definition
["Defence Medical Service" or "DMS"]	[means the delivery of support Services for the Ministry of Defence of the primary medical Service provision for serving armed forces personnel and their families;]
["Health Campaign Management Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the health campaign management Services for primary care, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["IT Platform and Solution Services"]	[means any and all of the Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the solution Services, as detailed in Paragraph 4.3 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Market Entry Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration of Market Entry for pharmaceutical Services, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Medical Records and Administration and Movement Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the Services relating to the movement of medical records, including related courier and storage Services, as detailed in Section 2, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Payments, Registrations and Pensions Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the payments, registration data quality checks and pension payment Services for primary care, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]

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Expression	Definition
["Performers List Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration of the Performers List including the eligibility of practitioners to provide Services e.g. qualifications and visa checks, as detailed in Section 5, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Probity Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the probity Services for Primary Care Contractors and patient eligibility administration, as detailed in Section 4, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement; and]
["Screening Programme Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration Services for national screening programmes, as detailed in Section 3, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement.]

2. Introduction

- 2.1 This Appendix sets out the intended scope of the Day 1 Services to be provided by the Supplier as at the Service Commencement Date under this Call-Off Agreement, provides a description of what each Day 1 Service entails and applies to the Service Recipients as identified in the Call-Off Order Form.
- 2.2 The Day 1 Services to be provided by the Supplier as set out in this Appendix are subject to change during Transformation as described in the Transformation Plan and in accordance with Appendix 2 (Supplier Solution) of this Call-Off Order Form.

3. Services Description

- 3.1 As at the Service Commencement Date, the Day 1 Services to be provided by the Supplier under this Call-Off Agreement comprise the following (each of which is described in more detail in the tables below):
- 3.1.1 [Payments, Registrations and Pensions Services [including payments, registration data quality checks and pension payments Services for primary care]];
 - 3.1.2 [Medical Records and Administration and Movement Services [including Services relating to the movement of medical records for GP practices, digital records services, including related courier and storage Services and GP supplies]];
 - 3.1.3 [Screening Programme Administration Services [including administration for cervical and breast cancer national screening programmes]];

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- 3.1.4 [Probity Administration Services [including probity and assurance Services for ophthalmic contractors and patient eligibility]];
- 3.1.5 [Performers List Administration Services [including administration of the Performers List (eligibility of practitioners to provide Services e.g. qualifications and visa checks)]];
- 3.1.6 [Market Entry Administration Services [including administration of Market Entry for pharmaceutical Services (including maintenance of pharmaceutical lists)]];
- 3.1.7 [support Services for the Ministry of Defence "Defence Medical Service" (DMS) the primary medical Service provision for serving armed forces personnel and their families];
- 3.1.8 [assistance Services to help users through the primary care pathway];
- 3.1.9 [brokerage Services for personalised health budgets];
- 3.1.10 [Health Campaign Management Services];
- 3.1.11 [IT Platform and Solution Services in relation to accessing the replacement or alternate system to NHAIS]; and
- 3.1.12 [other related and/or incidental and/or value-added Services].
- 3.2 Any changes to the scope of the Day 1 Services, including [Primary Care Support Services], [Defence Medical Services], [Additional Services] or [IT Platform and Solution Services] shall be made in accordance with the Change Control Procedure outlined in Schedule 5.2 (Change Control Procedure).
- 3.3 Nothing in this Appendix shall in any way limit the obligation of the Supplier to meet its obligations relating to the Day 1 Services specified elsewhere in the Call-Off Agreement.

4. Services

4.1 [Primary Care Support Services]

Ref	Service	Description
1	[Payments, Registrations and Pensions Services]	
1.1		
1.1.1		

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Ref	Service	Description
2	[Medical Records and Administration and Movement Services]	
2.1		
2.1.1		
3	[Screening Programme Administration Services]	
3.1		
3.1.1		
4	[Probity Administration Services]	
4.1		
4.1.1		
5	[Performers List Administration Services]	
5.1		
5.1.1		
6	[Market Entry Administration Services]	
6.1		
6.1.1		

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4.2 [Defence Medical Services]

Ref	Service	Description
1		
1.1		

[Additional Services]

Ref	Service	Description
1	[Primary care pathway assistance]	
1.1		
1.1.1		
2	[Brokerage Services]	
2.1		
2.1.1		
3	[Health Campaign Management Services]	
3.1		
3.1.1		
4	[Other Administration Services]	
4.1		

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Ref	Service	Description
4.1.1		
5	[Other Property Services]	
5.1		
5.1.1		

[IT Platform and Solution Services]

Ref	Service	Description
1	[IT Platform and Solution Services]	
1.1		

Appendix 2

Supplier Solution

[Guidance note: This Appendix will be the Supplier's response to the Call-Off Service Description (as noted in the guidance above, completion of this Appendix assumes that the Service is being transformed by the Supplier, rather than simply providing the Services as described in Appendix 1). The Supplier should bear in mind when drafting their solution that it will be contractualised and placed in this Appendix. It should also follow the drafting advice below.]

DRAFTING ADVICE FOR THE SUPPLIER:

- 1. The Supplier should ensure that each document integrates fully with the remainder of the Framework and Call-Off Agreement. For example, all internal cross references should be checked to ensure that they work appropriately. Any lists in the Supplier's Solution must be numbered rather than bulleted. The Supplier should also avoid vague cross references such as "as explained elsewhere in this document".*
- 2. This Appendix should generally be drafted using definite wording which makes it clear that obligations are being made - i.e. that the Customer or Supplier "will" or "shall" undertake a particular action, or that a piece of software "will" or "shall" have certain functionality. The Supplier should avoid using words such as "the software should/could/may" or "Supplier can/believes that/intends/proposes/plans to" which make it unclear whether the specified functionality/component is to be included or not. Similarly, rather than stating that certain components "will be required" the document should state that relevant components "will be provided as part of the solution". Any statements such as "it may be necessary" to provide an aspect of the solution in a particular manner should be replaced with definitive wording as to how this will be achieved. The Customer acknowledges that general wording such as "The Supplier believes that..." may be appropriate where the background to a particular aspect of the solution is being described. However, definite wording should be used wherever the solution itself is being described.*
- 3. The Supplier should ensure that this Appendix does not contain any obligations (whether expressly or by implication) on the Customer. The Customer will disregard any such obligations placed on it in this Appendix unless they are specifically referenced as such in Appendix 3 (Customer Responsibilities) of the applicable Call-Off Order Form.*
- 4. In general, the Supplier should ensure that their solutions as set out in this Appendix do not contain any assumptions, unless it is made clear what consequences will flow*

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if the assumptions are not met. Where this is this case such assumptions should be listed in Annex 1 of Schedule 4.1 (Charges and Invoicing) to the Call-Off Terms. On a related point, while it is acceptable to include commentary explaining why certain aspects of the solution have been chosen, the Supplier should avoid framing these explanations around assumptions that have been made in relation to the nature of the Services or the Customer Requirements, unless such assumptions are detailed in Schedule 4.1 (Charges and Invoicing). Any additional assumptions will be made at the Supplier's risk.

- 5. This Appendix is intended to be a definitive statement of the Supplier Solution, with subsequent amendments only taking place in accordance with the mechanism set out in the Call-Off Agreement. The Supplier should therefore not include statements that aspects of the solution are "to be confirmed" or "subject to further discussion". Similarly, the Supplier should avoid including statements such as "the solution comprises component x but component y may provide the basis for a target solution in the longer term". This leaves it unclear whether the Supplier is actually committing to move to the specified component of the solution as part of the contract price and if so, over what timetable.*
- 6. Wherever a figure or table is included, the Supplier should ensure that the main text includes a statement of what the figure or table is intended to show and how it relates to the subject under discussion.*
- 7. The Supplier must avoid including carve outs in the description of the solution e.g. "to the extent of the Supplier's technical understanding". These make the scope of the relevant obligation unclear and can give the impression that the Supplier is not confident in its solution.*
- 8. The Supplier should avoid using wording to the effect that certain events "can" occur. For example, "Incident progress updates can be provided by email where this is the preferred contact method". In most cases, this should be replaced with "will". Where a certain event will not happen in every case, The Supplier should make it clear in what circumstances the given event would occur e.g. when requested by the Customer.*
- 9. The Supplier should avoid incorporating generic statements from sales or other pre-prepared documents unless all the content is relevant to the Services or the content has clear signposting for the Customer to the relevant information. The Supplier should avoid excessive use of material that the Framework Authority has to spend time and effort navigating through to locate relevant content without direction from the Supplier or where content not specific to this procurement has been included.*

Options and Dependencies

10. *Where several options are possible the Supplier should select the option that it believes to be most appropriate to its solution and draft its response on the basis that it is the solution that will be provided. It should then set out the remaining options as alternative drafting in a manner that can be deleted easily once they have been discussed with the Customer and it has had the opportunity to express its view. The Supplier will also need to make it clear how these options have been dealt with in the price and should provide an explanation of the different results achieved by each option and the advantages/disadvantages of each of them.*
11. *Where any aspect of the solution is stated to be dependent upon a third party's agreement, the Supplier should clarify the steps already taken to reach agreement with that third party, together with the anticipated impact and alternatives that would be provided if such agreement was not obtained.*

Defined Terms

12. *The Supplier shall ensure that definitions are provided for any defined terms that are not defined elsewhere in the Framework or Call-Off Agreements. These should be in a table at the beginning of this Appendix, in the format used in Schedule 1 (Consolidated Definitions) to the Framework Agreement.*
13. *Similarly, where terms which are defined in the Framework or Call-Off Agreements are used, then they should be capitalised and will be interpreted as the definition provided by the Customer.*

Response format for this Appendix

14. *The Supplier shall ensure that their response follows the structure of and is included in the response matrix set out below in the column titled "Supplier Solution". The Supplier shall also ensure that they indicate where they are compliant, non-compliant or partially compliant with each Service Description.*

Content of Responses to this Appendix

15. *The Supplier shall complete the 'Compliant, non-compliant or partially compliant' and 'Supplier Solution' columns for each service requirement.*
16. *When responding to the 'Compliant, non-compliant or partially compliant' column, the Supplier should note that 'Compliant' means that the requirements are met in full, 'Non-Compliant' means that the requirements are not met at all and 'Partially*

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Compliant' means that the requirements are met in part. Where the meeting of a requirement is 'Partially Compliant' the Supplier shall specify which parts of the requirement are 'Compliant' and which parts of the requirements are 'Non-Compliant'.

- 17. It is assumed that all Services set out in the response matrix below will be delivered in [insert location], unless the Supplier indicates otherwise in the 'Supplier Solution' column.*

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Schedule 2.1 (Call-Off Procedure)

1. Definitions

1.1 In this Appendix, the following definitions shall apply:

Expression	Definition
["Defence Medical Service" or "DMS"]	[means the delivery of support Services for the Ministry of Defence of the primary medical Service provision for serving armed forces personnel and their families;]
["Health Campaign Management Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the health campaign management Services for primary care, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["IT Platform and Solution Services"]	[means any and all of the Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the solution Services, as detailed in Paragraph 4.3 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Market Entry Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration of Market Entry for pharmaceutical Services, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Medical Records and Administration and Movement Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the Services relating to the movement of medical records, including related courier and storage Services, as detailed in Section 2, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]

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Expression	Definition
["Payments, Registrations and Pensions Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the payments, registration data quality checks and pension payment Services for primary care, as detailed in Section 1, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Performers List Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration of the Performers List including the eligibility of practitioners to provide Services e.g. qualifications and visa checks, as detailed in Section 5, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;]
["Probity Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the probity Services for Primary Care Contractors and patient eligibility administration, as detailed in Section 4, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement; and]
["Screening Programme Administration Services"]	[means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration Services for national screening programmes, as detailed in Section 3, Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement.]

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2. Solution

- 2.1 The Supplier shall provide the Transformed Services as detailed in the 'Description' column in accordance with the Supplier Solution as detailed in the 'Supplier Solution' column.
- 2.2 The Transformed Services shall be implemented and delivered in accordance with the timescales and other matters set out in the Transformation Plan.
- 2.3 As at the Service Commencement Date, the Services shall be supplied on the basis of the Day 1 Services set out in Appendix 1 (Call-Off Service Description) of the relevant Call-Off Order Form, but during and post Transformation the Transformed Services set out in this Appendix shall be delivered by the Supplier at the applicable date(s) and / or phase(s) as stated in the Transformation Plan and will supersede the corresponding Day 1 Services.

[Primary Care Support Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
1	[Payments, Registrations & Pensions Services]	[Requirements in relation to payments, registration data quality checks and pension payment Services for primary care.]		
1.1				
1.1.1				

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[Primary Care Support Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
2	[Medical Records and Administration and Movement Services]	[Delivery of Services relating to the movement of medical records for GP practices, including related courier and storage Services and GP supplies.]		
2.1				
2.1.1				
3	[Screening Programme Administration Services]	[Responsibility for the administration for screening programmes.]		
3.1				
3.1.1				

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[Primary Care Support Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
4	[Probity Administration Services]	[Requirements in relation to probity Services for Primary Care Contractors and patient eligibility.]		
4.1				
4.1.1				
5	[Performers List Administration Services]	[Requirements in relation to the administration of the Performers List (eligibility of practitioners to provide Services e.g. qualifications and visa checks).]		
5.1				
5.1.1				

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[Primary Care Support Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
6	[Market Entry Administration Services]	[Requirements in relation to the administration of Market Entry for pharmaceutical Services (including maintenance of pharmaceutical lists).]		
6.1				
6.1.1				

[Defence Medical Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
1				

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[Defence Medical Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution

[Additional Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
1	[Primary care pathway assistance]	[Requirements in relation to assistance Services to help users through the primary care pathway.]		
1.1				
1.1.1				
2	[Brokerage Services]	[Requirements in relation to providing a brokerage Service for personalised health budgets.]		

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Schedule 2.1 (Call-Off Procedure)

[Additional Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
2.1				
2.1.1				
3	[Health Campaign Management Services]	[Provision of campaign management support in respect of health management / promotion campaigns.]		
3.1				
3.1.1				
4	[Other Administration Services]	[Provision of general administration and support services]		
4.1				
4.1.1				

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[Additional Services]				
Ref	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
5	[Other Property Services]			
5.1				
5.1.1.				

[IT Platform and Solution Services]				
	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
1	[IT Platform and Solution Services]	[Requirements in relation to accessing and using the Supplier's IT Solution.]		
1.1				

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[IT Platform and Solution Services]				
	Service	Description	Supplier Solution	Cross-reference to Transformed Services IT Solution
1.1.1				

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Schedule 2.1 (Call-Off Procedure)

Appendix 3

Customer Responsibilities

1. Specific Obligations

The Customer shall:

[Guidance Note: Customer Responsibilities specific to the relevant Call-Off Agreement will be set out here]

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Schedule 2.1 (Call-Off Procedure)

Annex 1 to Appendix 3

Mitigation Strategy

[Guidance Note: if applicable, the Supplier's Mitigation Strategy will be set out here]

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Schedule 2.1 (Call-Off Procedure)

Appendix 4

Transition Plan

[Guidance Note: the Supplier's Transition Plan is to be set out here. If, depending on the nature of the Services, an Outline Transition Plan is required, this should be set out here and (subject to amending Schedule 2.6 Transition Plan in accordance with the Special Conditions section above) a Detailed Transformation Plan could be produced by the Supplier during the course of the Call-Off Agreement]

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Schedule 2.1 (Call-Off Procedure)

Appendix 5

Outline Transformation Plan

[Guidance Note: the Supplier's Outline Transformation Plan is to be set out here. If, depending on the nature of the Services, a Transformation Plan is not required (or a different approach to Transformation is required), Schedule 2.7 should be amended accordingly.]

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Appendix 6

Commercially Sensitive Information

No.	Date	Item(s)	Harm if released (e.g. significant commercial disadvantage or material financial loss)	FOIA Exemption	Public interest considerations (if relevant)	Review Date

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Appendix 7

Sub-Contractors

1. Notified Sub-Contractors

- 1.1 In accordance with Clause 21 (Supply Chain Rights), the Supplier is entitled to sub-contract its obligations under this Call-Off Agreement to the Sub-contractors listed in the table below.
- 1.2 The Parties agree that they will update this Appendix 7 periodically to record any Sub-contractors appointed by the Supplier with the consent of the Customer after the Service Commencement Date for the purposes of the delivery of the Services.

Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product / Service Description	Sub-contract price expressed as a percentage of total projected Charges over the Term	Role in delivery of the Services	Key Sub-contractor? (Y/N)

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)**Appendix 8****Software****Table 1: Supplier Software**

[The Supplier Software includes the following items:]

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)**Table 2: Third Party Software**

[The Third Party Software shall include the following items:]

Supplier	Third Party Software	Purpose	Licence Type	Catalogue Reference	Licence Count

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)**Table 3: Warranted End User Software Platform**

[The following End User Software is required / supported:]

Supplier	Third Party Software	Purpose	Required / Supported Versions

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)**Table 4: Customer Software**

Software	Purpose	Number of Licences	Restrictions	Number of Copies

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Schedule 2.1 (Call-Off Procedure)

Appendix 9

Security Management

Part 1 - Security Management Plan

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Part 2 - Internal Incident Reporting Procedure

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Part 3 - Subject Access Request Procedure

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Appendix 10

Testing

[Note to Customer: the applicable Test Success Criteria to be set out here]

Test	Pre-conditions	Test Success Criteria

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Schedule 2.1 (Call-Off Procedure)

Appendix 11

Assets

List of Customer Transferring Assets

[Note to Customer: if applicable, insert applicable list(s) of Customer Transferring Assets]

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Schedule 2.1 (Call-Off Procedure)

Appendix 12

Key Personnel

Key Role	Name Of Key Personnel	Responsibilities / Authorities	Phase of the Project during which they will be a member of Key Personnel	Minimum Period in Key Role

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Schedule 2.1 (Call-Off Procedure)

Appendix 13

Governance Boards

Service Management Board Representation and Structure

Customer Members of Service Management Board	[] [Chairperson]
Supplier Members of Service Management Board	[Supplier Lead Director]
Start Date for Service Management Board meetings	
Frequency of Service Management Board meetings	[Monthly]
Location of Service Management Board meetings	

Stakeholder Forum Representation and Structure

Customer Members of Stakeholder Forum	[] [Chairperson]
Supplier Members of Stakeholder Forum	[Supplier Lead Director]
Start Date for Stakeholder Forum meetings	
Frequency of Stakeholder Forum meetings	[Quarterly]
Location of Stakeholder Forum meetings	

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Appendix 14

Charges and Invoicing

When completing this Charges and Invoicing schedule, the Customer should utilise the standard template set out below and complete it as appropriate (including the removal of any square brackets, instructions and guidance notes).

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Schedule 2.1 (Call-Off Procedure)

Introduction

1.1 This Schedule sets out:

- 1.1.1 the process to be used to calculate, review and adjust each Banded Charge [and/or Service Unit Charge] in Part A;
- 1.1.2 details of the Monthly Fixed Charges in Part B;
- 1.1.3 details of the Set Monthly Charges for certain Services in Part C;
- 1.1.4 the principles applicable to the calculation of any time and materials Charges in Part D;
- 1.1.5 Milestone Charges [REDACTED]
- 1.1.6 the Charges applicable to Additional Services in Part F;
- 1.1.7 the principles applicable to Changes to the Charges in Part G;
- 1.1.8 the requirements relating to the development of a pro forma invoice in Part H; and
- 1.1.9 the requirements relating to the invoicing of all Charges in Part I.

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

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Schedule 2.1 (Call-Off Procedure)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Part A: [Banded Charges] [and/or] [Service Unit Charges]

2. Applicability of Banded Pricing

[Customer to adapt this Paragraph according to whether Banded Charges and/or Service Unit Charges apply]

- 2.1 [Subject to Paragraph 2.5,] Banded Charges shall apply in respect of all Banded Services ordered and received by the Customer pursuant to this Call-Off Agreement. The Banded Prices and Price Bands applicable to this Call-Off Agreement are set out in Annex 2 of this Schedule.
- 2.2 The Banded Charges shall be forecast, calculated and reviewed in accordance with the process set out in Part A (Banded Charges) of Schedule 4.2 (Framework Charges and Rate Card) to the Framework Agreement.

[REDACTED]

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)

[REDACTED]

2.4 The Customer and Supplier acknowledge that the Banded Charges applicable to a Volume Forecast Year may be subject to adjustment pursuant to an Actual Volume Calculation and that, in the event that an Actual Volume Calculation results in a change to one or more of the Banded Charges, the Supplier shall either:

2.4.1 in the case of the application of a lower Price Band, be obliged to promptly (and in any event within 30 days) issue the Customer with a credit note in respect of any overpayment; or

2.4.2 in the case of the application of a higher Price Band, be entitled to invoice the Customer, in accordance with the invoicing requirements set out in this Schedule, in respect of any underpayment.

2.5 [For the first Contract Year, the Banded Charges shall not apply to the Banded Services under this Call-Off Agreement, and instead the following Set Year One Charges shall apply in respect of the Banded Services (regardless of the Actual Volume of Banded Services in that first Contract Year), which the Supplier shall be entitled to invoice the Customer on the []th day (or the next subsequent Working Day where the []th day is not a Working Day) of the month in respect of that month's charges and the Customer will pay in accordance with Paragraph 16 of this Schedule:]

	[Contract Year 1 Charges (per month)]	[Total Set Year One Charge (£)]
[Set Year One Charge (£) - Months 1 to 7]	[REDACTED]	[REDACTED]
[Set Year One Charge (£) - Months 8 to 12]	[REDACTED]	

2.6 [Notwithstanding Paragraph 2.5, the Parties shall nonetheless comply with the volume monitoring and reporting procedures set out in Part A (Banded Charges) of Schedule 4.2 (Framework Charges and Rate Card) to the Framework Agreement during the first Contract Year.]

[REDACTED]

[REDACTED]

PCSS Framework Agreement
Schedule 2.1 (Call-Off Procedure)

[REDACTED]

[Applicability of Service Unit Charges]

- 2.8 [The Service Unit Charges shall apply in respect of the Services set out in Annex 4 of this Schedule]
- 2.9 [The total Service Unit Charges in respect of Services to which Service Unit Charges apply shall be calculated in accordance with Paragraph 2.2 of Schedule 4.2 (Framework Charges and Rate Card) to the Framework Agreement.]
- 2.10 [Customer to set out any additional detail in relation to the mechanics of Service Unit Charges here.]

Part B: [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]										
	[REDACTED]										
	[REDACTED]										
	[REDACTED]										
[REDACTED]	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									
[REDACTED]	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									
	[REDACTED]	[REDACTED]									

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]									
[REDACTED]	[REDACTED]									

[REDACTED]

Part D: Time and Materials Charges

5. Time and Materials Charges

- 5.1 Where the Customer requests any Additional Services, or any other Services which are not priced under this Schedule and the Parties agree that those Services shall be provided on a "time and materials" basis, the Charges for such Services shall be calculated by applying the Day Rates set out in Annex 3 (Rate Card) to this Schedule unless otherwise agreed in advance in writing between the Parties.
- 5.2 The Supplier shall keep records of hours worked in the form of timesheets and expenses incurred, and it shall submit a summary of the relevant records to the Customer with any invoice. If requested by the Customer, the Supplier shall make available copies of the detailed records to the Customer within 10 Working Days after the Customer's request.

Part E: Milestone Charges [REDACTED]

6. Transition and Transformation Milestone Charges

- 6.1 The following Milestone Charges shall be payable, and the Supplier shall be entitled to issue an

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invoice in respect of such Milestone Charges, on Achievement of the applicable Milestone (whether before, on, or after the Milestone Date) as set out in the table below:

Milestone Charges

Milestone No.	Milestone description	Milestone Date	Amount (£)
	[Table to be populated as required with reference to Milestones]		

Milestone No.	Milestone description		
	[Table to be populated as required with reference to Milestones]		

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Part F: Additional Services

8. Additional Services

- 8.1 The Charges for Additional Services shall be agreed with the Supplier through the Change Control Procedure at the time the Additional Service is required.
- 8.2 The Customer may specify the pricing mechanism to be used by the Supplier to price Additional Services. The pricing mechanism which may be used to price Additional Services include:
- 8.2.1 fixed price;
 - 8.2.2 time and materials;
 - 8.2.3 capped time and materials;
 - 8.2.4 cost plus;
 - 8.2.5 risk reward, i.e. outcome based pricing; or
 - 8.2.6 Banded Charges.
- 8.3 The Customer shall have the discretion to select which of the pricing mechanisms will apply to the provision of the Additional Services and the request for the provision of the Additional Services shall be processed in accordance with the Change Control Procedure.
- 8.4 If the Customer requires the Supplier to price an Additional Service, the margin to be applied to the Additional Services shall not be higher than that anticipated in the Supplier's Initial Financial

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Model.

Part G: Changes to the Charges

9. Allowable Assumptions

- 9.1 The Supplier shall determine whether each Allowable Assumption is accurate within the applicable period for verification as set out in the table in Annex 1 (the "**Verification Period**"). In the event that, during the Verification Period, the Supplier anticipates that any Allowable Assumptions is materially inaccurate the Supplier shall notify the Customer of such inaccuracy at the earliest opportunity.
- 9.2 During the Verification Period, the Customer shall provide the Supplier with reasonable assistance and access to information within its possession or reasonable control and which the Customer deems is relevant to the Allowable Assumption being verified.
- 9.3 Within 10 Working Days of the end of the applicable Verification Period, the Supplier shall provide the Customer with a written report setting out the results of the Supplier's verification activity for each of the Allowable Assumptions, including whether each Allowable Assumption is accurate or, if not, the anticipated Assumption Cost Impact during the Transformation Period. For the avoidance of doubt, the Supplier shall not take into account, nor shall the Charges be changed on account of, any cost impact relating to the period after the end of the Transformation Period. The Supplier shall not be entitled to increase its [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] in accordance with the process described in Paragraph 9.6 below to the extent that it does not raise an issue within 10 Working Days of the end of the Verification Period in accordance with this Paragraph 9.
- 9.4 The Supplier's claim that any Allowable Assumption is inaccurate, and the associated Assumption Cost Impact as provided by the Supplier pursuant to Paragraph 9.3 above, shall be subject to the Customer's verification and agreement, at which point each shall become an "**Agreed Assumption Cost Impact**".
- 9.5 Each Allowable Assumption shall be deemed accurate, and the Charges shall not be increased or decreased in accordance with the process described in Paragraph 9.6 below, if the aggregate value of the Agreed Assumption Cost Impacts in relation to all Allowable Assumptions does not exceed the Assumption Cost Impact Threshold.
- 9.6 Subject to the Supplier complying with Paragraph 9.3, and only where the aggregate Agreed Assumption Cost Impact, using the methodology specified in Column 5 of Annex 1, is greater than the Assumption Cost Impact Threshold, as specified in Column 12 of Annex 1, where the Parties agree that an Allowable Assumption is not accurate:
- 9.6.1 the Supplier shall (where the Agreed Assumption Cost Impact results in an increase in the Monthly Fixed Charges) take all reasonable steps to mitigate the impact of the Allowable Assumption not being accurate;
- 9.6.2 the Supplier may (subject to Paragraph 9.6.3) propose a Change to take account of the impact of the adjustment of the Allowable Assumption, through an increase or decrease (as applicable) in the [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] during the Transformation Period only to reflect the Agreed

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Assumption Cost Impact using the methodology specified in Column 5 of Annex 1 (up to the maximum impact on the Charges as specified in column 7 of the table in Annex 1) for that Allowable Assumption, and such Change Request shall be considered in accordance with the Change Control Procedure provided that, where the Change relates to a decrease in the [Set Year One Charges or the Monthly Fixed Charges (as appropriate)], the Supplier shall propose such Change no later than 10 Working Days following the Customer's agreement of the Agreed Assumption Cost Impact; and

- 9.6.3 where the Supplier proposes a Change to the Charges under Paragraph 9.6.2, the relevant Change Request shall reflect the requirements of the table in Annex 1, including the requirement that any proposed increase to the [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] shall not exceed the maximum impact on the relevant Charges as specified in column 7 of the table in Annex 1.
- 9.7 Other than any increase in [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] during the Transformation Period agreed pursuant to Paragraph 9.6 above, the Supplier shall not be entitled to any compensation, additional Charges or relief from its obligations under this Call-Off Agreement as a result of any Allowable Assumption being inaccurate, unless agreed otherwise between the Parties.
- 9.8 The Supplier shall record the actual Assumption Cost Impact of any Allowable Assumptions which have resulted in an increase in [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] or other Charge as agreed during the Transformation Period, and the mitigation steps it has taken in respect thereof, and shall provide such information to the Customer on request. Where the actual Assumption Cost Impact incurred by the Supplier during the Transformation Period is less than the Agreed Assumption Cost Impact, the impact on the [Set Year One Charges or the Monthly Fixed Charges (as appropriate)] or other Charge as agreed pursuant to Paragraph 9.6 above shall be reduced accordingly and the Supplier shall refund the difference to the Customer on demand.
- 10. Payments for Delays due to Customer Cause**
- 10.1 Where the Supplier is entitled to compensation pursuant to clause 44.1.6, such compensation shall be determined in accordance with the following principles:
- 10.1.1 the compensation shall only reimburse the Supplier for additional costs incurred by the Supplier and that the Supplier:
- 10.1.1.1 can demonstrate it has incurred solely and directly as a result of the Customer Cause; and
- 10.1.1.2 is, has been, or will be unable to mitigate, having complied with its obligations under Clause 44.1 (Customer Cause);
- 10.1.2 the compensation shall not operate so as to put the Supplier in a better position than it would have been in but for the occurrence of the Customer Cause; and

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- 10.1.3 the Supplier shall provide the Customer with any information the Customer may require in order to assess the validity of the Supplier's claim to compensation.

11. Service Credits

- 11.1 Service Credits shall be calculated in accordance with the provisions of Schedule 2.2 (Service Levels) of this Call-Off Agreement.
- 11.2 The liability of the Supplier in respect of Service Credits shall be subject to Clause 39.4.2 (Limitations on Liability) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Credits and Service Points in excess of such financial limit in accordance with the provisions of Schedule 2.2 (Service Levels).
- 11.3 Where Service Credits become due pursuant to Schedule 2.2 (Service Levels), such Service Credits shall be applied as a reduction of the Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 11.4 All Service Credits shall be shown as a deduction from the amount due from the Customer to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

12. Changes to Charges

- 12.1 Except as otherwise expressly set out in this Schedule 4.1, any Changes to the Charges shall be developed and agreed by the Parties in accordance with Schedule 5.2 (Change Control Procedure) and on the basis that the Supplier's Earned Gain on such Charges shall be no greater than the anticipated Earned Gain over the Initial Term applying to Charges using the same pricing mechanism, as set out in the Supplier's Initial Financial Model at the Call-Off Effective Date.

Part H: Pro Forma Invoice

13. Pro Forma Supplier Invoice

- 13.1 The Supplier shall prepare and provide the Customer for approval a draft single monthly pro forma invoice within five (5) Working Days of the Call-Off Effective Date which shall include the details set out in Paragraph 13.2 together with such other information as the Customer may reasonably require.
- 13.2 The Supplier shall ensure that the pro forma invoice makes provision for the inclusion of:
- 13.2.1 the date the invoice is raised;
- 13.2.2 a unique invoice number;
- 13.2.3 the month or other period(s) to which the relevant Charge(s) relate;
- 13.2.4 the unique Call-Off Agreement reference;

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- 13.2.5 the reference number of the purchase order to which it relates (if any);
 - 13.2.6 the relevant Service Recipient(s) (if any);
 - 13.2.7 the dates between which the Services which are the subject of each of the Charges detailed on the invoice were or are to be performed;
 - 13.2.8 if required by the Customer, the Customer's cost centre and/or the Service Recipients which received the relevant Services and details of the Services it received;
 - 13.2.9 any payments due in respect of the Achievement of a Milestone (which for the avoidance of doubt shall be invoiced separately to other Charges);
 - 13.2.10 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer and/or the Service Recipient under the relevant Call-Off Agreement and, separately any VAT or other sales tax payable in respect of the same;
 - 13.2.11 details of any Service Credits or similar deductions that shall apply to the Charges detailed in the invoice;
 - 13.2.12 reference to any reports required by the Customer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer or any Service Recipient, then to any such reports as are validated by the Customer or the relevant Service Recipient in respect of the Services);
 - 13.2.13 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and
 - 13.2.14 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).
- 13.3 Once approved by the Customer in writing, the Supplier shall use the approved form of invoice.

PART I: Invoicing

14. Supplier Invoices

- 14.1 The Supplier shall ensure that each invoice for the Charges contains:
- 14.1.1 the date of the invoice;
 - 14.1.2 a unique invoice number;
 - 14.1.3 where applicable, the Milestone to which the relevant Charge(s) relate;

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- 14.1.4 the reference number of the purchase order to which it relates (if any);
 - 14.1.5 the total Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Call-Off Agreement, and, separately, any VAT or other sales tax payable in respect of the same;
 - 14.1.6 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - 14.1.7 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code and account name and number); and
 - 14.1.8 any other items required in the invoice pursuant to Paragraph 13 above.
- 14.2 Each invoice shall at all times be accompanied by sufficient information to enable the Customer to reasonably assess whether the Charges detailed thereon are properly payable ("Supporting Documentation"). Any such assessment by the Customer shall not be conclusive. The Supplier undertakes to provide to the Customer any other documentation reasonably required by the Customer from time to time to substantiate an invoice.
- 14.3 The Supplier shall submit all invoices and Supporting Documentation in such format as the Customer may specify from time to time to the address notified to the Supplier from time to time.
- 14.4 All Supplier invoices shall be expressed in pounds sterling (£).
- 14.5 The Customer shall only regard an invoice as valid if it complies with the provisions of this Paragraph 14. Where any invoice does not conform to the Customer's requirements set out in this Paragraph 14, the Customer will return the disputed invoice to the Supplier. The Supplier shall promptly issue a replacement invoice which shall comply with the provisions of this Paragraph 14.
- 14.6 The invoice that the Supplier is required to submit on the []th day of the month (or the next subsequent Working Day where the []th day is not a Working Day) shall include as a minimum, as separate line items, the [Banded Charges, REDACTED and where applicable the Set Year One Charge].

15. Disputed Invoices

- 15.1 If the Customer disputes any invoice:
- 15.1.1 the Customer shall notify the Supplier of such disputed invoice and provide details of the specific elements of the invoice which are in dispute;
 - 15.1.2 following notification, the disputed invoice shall be immediately deemed void and the Supplier shall re-issue two invoices to the Customer, the first for the disputed sum (the "Disputed Invoice") and the second for the undisputed sum (the "Undisputed Invoice");

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15.1.3 Paragraph 14 shall apply in respect of the Undisputed Invoice; and

15.1.4 the Disputed Invoice shall be referred to the Dispute Resolution Procedure for resolution.

16. Payment Terms

16.1 Subject to the provisions of Paragraph 13, 14 and 15, the Customer shall make payment to the Supplier within thirty (30) days of receipt of a valid and undisputed invoice by the Customer at its nominated address for invoices.

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Annex 1

Allowable Assumptions

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	T	T	T	T	T	T	T	T	T	T
I		[REDACTED]									
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[REDACTED]

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Annex 3**Day Rates**

	Day Rates per Contract Year (£)									
SFIA Staff Grade	Sept 15- Aug 16	Sept 16- Aug 17	Sept 17- Aug 18	Sept 18- Aug 19	Sept 19- Aug 20	Sept 20- Aug 21	Sept 21- Aug 22	Sept 22- Aug 23	Sept 23- Aug 24	Sept 24- Aug 25
7 Set Strategy, Inspire, Mobilise	■	■	■	■	■	■	■	■	■	■
6 Initiate, Influence	■	■	■	■	■	■	■	■	■	■
5 Ensure, Advise	■	■	■	■	■	■	■	■	■	■
4 Enable	■	■	■	■	■	■	■	■	■	■
3 Apply	■	■	■	■	■	■	■	■	■	■
2 Assist	■	■	■	■	■	■	■	■	■	■
1 Follow	■	■	■	■	■	■	■	■	■	■

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Annex 4

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	

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Appendix 15**Payments on Termination****Maximum Payments on Termination**

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Customer shall be liable to pay to the Supplier pursuant to this Call-Off Agreement:

Call-Off Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year			
Anytime in the second Contract Year			
Anytime in Contract Years 3+			

[Add in further rows as required to cover all potential Contract Years]

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Appendix 16

Service Levels

When completing this Service Level schedule, the Customer should utilise the standard template set out below but consider the following matters and set out any Call-Off Specific amendments which may flow from them:

[Note to Customer: The definitions of "At Risk Amount" and "Service Credit Cap" should be populated with appropriate figures. The definitions of "Material Performance Failure", and "Unacceptable Performance Failure" should be reviewed and confirmed to be calibrated at the correct levels and thresholds, in line with the agreed KPIs and SSLs to be set out in Annex 1 to this Schedule (see below)]

Performance Monitoring Report - Paragraph 3.3

[Note to Customer: the Supplier is to produce Performance Monitoring Reports from the date falling four months after the Call-Off Effective Date. This aligns with the Service Credit and Service Point holiday (paragraphs 6.5 and 8.5 of the schedule) as well as the timeframe for producing the Transformation Period Service Level Report (paragraph 4). In the event that those timeframes are not appropriate to your Call-Off Agreement, this timeframe should be adjusted accordingly.]

Transformation Period Service Level Report - Paragraph 4

[Note to Customer: paragraph 4 allows the Supplier to investigate and baseline the current performance of the Services ahead of the Target Service Levels (set out in the Annex to this Schedule) coming into force after a Service Credit / Service Point holiday which, without amendment, is set at four months (see also paragraph 6.5 and 8.5, as well as paragraph 3.3). The operation of these provisions may permit derogations from certain Target Service Levels during the Transformation Period (such derogations are agreed and recorded in accordance with the mechanism set out in that paragraph). Therefore, this paragraph has been designed for use in Call-Off Agreements where sufficient historic performance data about the services is not available. A Customer should consider whether this paragraph is appropriate to the context of its own Call-Off Agreement. If not appropriate, the text of Paragraph 4 should be replaced with "not used"]

Adjustment to Target Service Levels - Paragraph 5.3

[Note to Customer: this paragraph provides a mechanism to adjust the Performance Indicators in order to reflect changes in how the Services are delivered as a result of Transformation. Consider if this is appropriate in the context of the Call-Off Agreement. If not appropriate, the text of Paragraph 5.3 should be replaced with "not used"]

Customer Service Centre - SSL - Paragraph 5.6

[Note to Customer: this paragraph was drafted to address a Customer-specific requirement. Customers should consider whether the equivalent applicable SSL can be inserted into Performance Indicators tables at Annex 1 to the schedule. Where this is the case, the text of Paragraph 5.6 should be replaced with "not used"]

Additional Performance Indicators - Paragraph 5.7

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[Note to Customer: this paragraph reflects a specific position reached on the NHS England Call-Off Agreement. If not appropriate, the text of Paragraph 5.6 should be replaced with "not used"]

Service Credit Holiday - Paragraph 6.5

[Note to Customer: paragraph 6.5 acts as a Service Credit "holiday" whereby the Supplier will not incur Service Credits in respect of KPI Failures in the first four months following the Call-Off Effective Date. This timeframe matches the period of time permitted for the agreement of the Transformation Period Service Level Report (see Paragraph 4). The Customer should consider whether a Service Credit Holiday is appropriate to its Call-Off Agreement - if not, the text of Paragraph 6.5 should be replaced with "not used"]

Adjustments to the At Risk Amount for KPIs which are not measured monthly - Paragraph 6.6

[Note to Customer: This paragraph has been inserted in order to adjust the At Risk Amount for any KPIs which are not measured monthly (as drafted this applies to the User Satisfaction Survey KPI). Consider if this is required in the circumstances, or whether adjustment may be needed in respect of any new KPIs which are also not measured monthly.]

Service Point Holiday - Paragraph 8.5

[Note to Customer: paragraph 8.5 acts as a Service Point "holiday" whereby the Supplier will not incur Service Points in respect of SSL Failures in the first four months following the Call-Off Effective Date. This timeframe matches the period of time permitted for the agreement of the Transformation Period Service Level Report (see Paragraph 4). The Customer should consider whether an alternative period of time is more suitable, in conjunction with Paragraph 6.5 (Service Credit holiday) and the suitability and/or amendment to Paragraph 4. Any adjustment to the timeframe should also be reflected in the period of time for producing the Transformation Period Service Level Report (paragraph 4) and the timeframe for when Performance Monitoring Reports are to be submitted (paragraph 3.3).]

Base-lining Payment Dates - Paragraph 10

[Note to Customer: this paragraph requires the Supplier to document and maintain a schedule of all existing payment dates in respect of GP Practices and Ophthalmic Contractors. If not appropriate, the text of Paragraph 10 should be replaced with "not used"]

Policy and Operating Procedures - Paragraph 11

[Note to Customer: this paragraph enables the Customer and Supplier to agree policy and operating procedures as to how certain performance indicators will be measured in the absence of existing policies and procedures. If not appropriate, the text of Paragraph 11 should be replaced with "not used"]

User Satisfaction Survey - Paragraph 12

[Note to Customer: this paragraph creates a mechanism for the Customer and Supplier to agree the form, content and representative samples in respect of the User Satisfaction Survey after commencement of a Call-Off Agreement. If not appropriate, the text of Paragraph 12 should be replaced with "not used"]

Performance Indicators and Target Service Levels - Annex 1

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[Note to Customer: The Annex includes template tables to be populated in respect of the Performance Indicators and Target Service Levels (both for KPIs and SSLs). If applicable, the principles of interpretation in Paragraph 3.5 and the worked service point example in Paragraph 8.6 should be updated accordingly.]

Part III

[Note to Customer: The definitions in this Part are intended for use in connection with the Service Level schedule 2.2 and are based upon the NHS England Call-Off Agreement. These should be updated accordingly in line with the Service Levels applicable to the Call-Off Agreement.]

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Service Levels

1. Definitions

In this Schedule, the following definitions shall apply:

**"At Risk Amount" and
"Service Credit Cap"**

means

paid and/or due to be paid to the Supplier under this Call-Off Agreement in respect of the Service Period in which Service Credits are accrued (subject to the principles applicable to the User Satisfaction Survey KPI set out in Paragraph 6.6 of Part A);

**"Balanced Scorecard
Report"**

has the meaning given in Paragraph 1.1.2 of Part B;

**"Compensation for
Unacceptable Performance
Failure"**

has the meaning given in Paragraph 2.6.1 of Part A;

**"Critical Performance
Failure"**

**"Interim Target Service
Levels"**

has the meaning given in Paragraph 4.8.1;

**"Key Performance Indicator"
or "KPI"**

means the key performance indicators set out in table 1 of Annex I;

"KPI Failure"

means a failure to meet the Target Service Level (or, where agreed in accordance with Paragraph 4 of Schedule 2.2 (Service Levels), the Interim Target Service Levels) in respect of a Key Performance Indicator;

"Marginal KPI Failure"

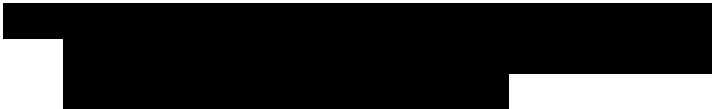
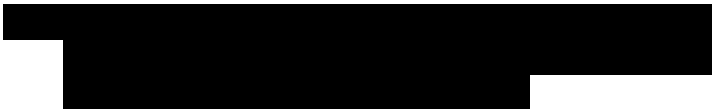


means the applicable percentage band for a marginal failure to meet a Key Performance Indicator, as identified as a marginal KPI failure in the column headed "Failure Categorisation" in table 1 of Annex 1;

"Marginal SSL Failure"

means the applicable percentage band for a marginal failure to meet an SSL Performance Indicator, as identified as a marginal SSL failure in the column headed "Failure Categorisation" in table 2 of Annex 1;

**"Material Performance
Failure"**

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"Moderate KPI Failure"	means the applicable percentage band for a moderate failure to meet a Key Performance Indicator, as identified as a moderate KPI failure in the column headed "Failure Categorisation" in table 1 of Annex 1;
"Moderate SSL Failure"	means the applicable percentage band for a moderate failure to meet an SSL Performance Indicator, as identified as a moderate KPI failure in the column headed "Failure Categorisation" in table 2 of Annex 1;
"Performance Failure"	means either a KPI Failure or an SSL Failure;
"Performance Indicator"	means the Key Performance Indicators and SSL Performance Indicators;
"Performance Monitoring Report"	has the meaning given in Paragraph 1.1.1 of Part B;
"Performance Review Meeting"	the regular meetings between the Supplier and the Customer to manage and review the Supplier's performance under this Call-Off Agreement, as further described in Paragraph 1.5 of Part B;
"Repeat Failures"	means either a Repeat KPI Failure or a Repeat SSL Failure"
"Repeat KPI Failure"	has the meaning given in Paragraph 7.1 of Part A;
"Repeat SSL Failure"	has the meaning given to it in Paragraph 9.1 of Part A;
"Service Credit Cap"	see "At Risk Amount";
"Service Credits"	means credits that accrue due to the occurrence of 1 or more KPI Failures, calculated in accordance with

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Paragraph 6 of Part A;

"Service Points"	means the points that accumulate due to the occurrence of 1 or more SSL Failures calculated in accordance with Paragraph 8 of Part A;
"Service Threshold Failure"	means the percentage threshold identified as a service threshold failure in relation to certain Key Performance Indicators in the column headed "Failure Categorisation" in table 1 of Annex 1;
"Severe KPI Failure"	means the applicable percentage band for a severe failure to meet a Key Performance Indicator, as identified as a severe KPI failure in the column headed "Failure Categorisation" in table 1 of Annex 1;
"Severe SSL Failure"	means the applicable percentage band for a severe failure to meet an SSL Performance Indicator, as identified as a severe SSL failure in the column headed "Failure Categorisation" in table 2 of Annex 1;
"SSL Failure"	a failure to meet the Target Service Level in respect of an SSL Performance Indicator;
"SSL Performance Indicators"	means the standard service levels set out in table 2 of Annex I to Schedule 2.2 (Service Levels);
"Target Service Level"	the expected level of performance in respect of a Performance Indicator as set out in the tables in Annex I to Schedule 2.2 (Service Levels);
"Transformation Completion Date"	means the date of Achievement of the Transformation Completion Milestone;
"Transformation Period"	means the period from the Service Commencement Date until the Transformation Completion Date;
"Transformation Period Service Level Report"	has the meaning given in Paragraph 4.1 below;
"User Satisfaction Survey"	means the survey carried out by the Supplier in measuring the Key Performance Indicator with KPI Ref. Sat 1 as set out in table one of Annex 1 to Schedule 2.2 (Service Levels);
"User Satisfaction Survey Document"	has the meaning given to it in Paragraph 12.1 of Schedule 2.2 (Service Levels);
"Unacceptable Performance Failure"	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div> <div style="background-color: black; width: 100%; height: 1.2em; display: inline-block;"></div>

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[REDACTED]

[REDACTED]

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Service Levels

PART A

Performance Indicators and Service Credits

1. Purpose of this Schedule

- 1.1 This Schedule sets out the Performance Indicators that the Supplier is required to meet or exceed in providing the Services, together with the remedies available to the Customer and the thresholds relevant to the application of those remedies. In particular, this schedule sets out:
- 1.1.1 the Performance Indicators which the Supplier is required to meet or exceed in providing the Services;
 - 1.1.2 a description of the separation of Performance Indicators between Key Performance Indicators and SSL Performance Indicators, as set out in Annex 1 of this Schedule;
 - 1.1.3 a description of the application of Service Credits to KPI Failures (which shall be determined by reference to whether the failure is a Marginal KPI Failure, Moderate KPI Failure or Severe KPI Failure, and is calculated in accordance with Paragraph 6). Service Credits shall be applied as a deduction from the Charges in accordance with Schedule 4.1 (Charges and Invoicing);
 - 1.1.4 a description of the application of Service Points to SSL Failures, and the methodology for the conversion of Service Points into Service Credits at the end of each Quarter, in accordance with Paragraph 8.6;
 - 1.1.5 the repeat failure mechanism applicable to the calculation of Service Credits and Service Points, in accordance with Paragraphs 7 and 9 respectively;
 - 1.1.6 the consequences of a Material Performance Failure as set out in Paragraph 2.2; and
 - 1.1.7 the consequences of an Unacceptable Performance Failure as set out in Paragraph 2.6.

2. Performance Requirements

- 2.1 The Supplier shall:
- 2.1.1 provide the Services in such a manner so as to meet or exceed the applicable Target Service Level for each Performance Indicator from the Call-Off Effective Date; and
 - 2.1.2 comply with the provisions of Part B of this Schedule in relation to monitoring its performance against each applicable Performance Indicator and shall send the Customer a report detailing the level of service actually achieved in accordance with Part B.

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- 2.2 If in any Service Period:
- 2.2.1 a KPI Failure occurs, Service Credits shall be calculated in accordance with Paragraph 6 and then deducted from the Service Charges in accordance with Paragraph 11 of Schedule 4.1 (Charges and Invoicing);
 - 2.2.2 a Material Performance Failure occurs, in addition and without prejudice to the accrual of any Service Credits and/or Service Points the Supplier shall comply with the Rectification Plan Process in respect of that Material Performance Failure; and/or
 - 2.2.3 an SSL Failure occurs:
 - 2.2.3.1 Service Points shall be calculated in accordance with Paragraph 8 and converted into a Service Credit in accordance with Paragraph 8.6; and
 - 2.2.3.2 the Supplier shall notify the Customer of the action (if any) it will take to rectify the SSL Failure and/or to prevent the SSL Failure from recurring.
- 2.3 For the avoidance of doubt, notwithstanding the fact that the Service Credit Cap has been reached at any time, Service Credits and Service Points shall continue to be recorded and monitored for any Performance Failures, and shall be without prejudice to any other rights and remedies that the Customer may have in respect of such Performance Failures.
- 2.4 Service Credits shall be the Customer's exclusive financial remedy for a KPI Failure except where:
- 2.4.1 the Supplier has over the previous Service Period accrued Service Credits in excess of the Service Credit Cap;
 - 2.4.2 the KPI Failure:
 - 2.4.2.1 is a Service Threshold Failure;
 - 2.4.2.2 has arisen due to the wilful default by the Supplier or any Supplier Personnel; and/or
 - 2.4.2.3 results in:
 - (a) the corruption or loss of any Customer Data (in which case the remedies under Clause 27.6 (Customer Data and Security Requirements) shall also be available); and/or
 - (b) the Customer being required to make a compensation payment to one or more third parties;
 - 2.4.3 the Supplier has fraudulently misreported its performance against any Performance Indicator; and/or

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- 2.4.4 the Customer is otherwise entitled to or does terminate the relevant Services or this Call-Off Agreement pursuant to Clause 47 (Termination by the Customer).
- 2.5 The Customer shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

Unacceptable Performance Failure

- 2.6 If in any Service Period an Unacceptable Performance Failure occurs:
- 2.6.1 the Customer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation for the Unacceptable Performance Failure a sum equal to any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being “**Compensation for Unacceptable Performance Failure**”); and
- 2.6.2 if the Customer withholds and retains such Compensation for Unacceptable Performance Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue, provided that the operation of this Paragraph 2.6 shall be without prejudice to any right which the Customer may have to terminate this Call-Off Agreement and/or to claim damages from the Supplier as a result of such Unacceptable Performance Failure.
- 2.7 The Supplier:
- 2.7.1 agrees that the application of Paragraph 2.6 is commercially justifiable where an Unacceptable Performance Failure occurs; and
- 2.7.2 acknowledges that it has taken legal advice on the application of Paragraph 2.6 and has had the opportunity to price for that risk when calculating the Service Charges.

Remedying Performance Failures

- 2.8 In the event of a Performance Failure, and notwithstanding any resulting Service Credits or Service Points in respect of such Performance Failure, the Supplier shall remain obliged to render performance of the underlying Services (in respect of which there has been a Performance Failure) in accordance with the provisions of Schedule 2.1 (Call-Off Service Description) or Schedule 3.1 (Supplier Solution) (as the case may be in respect of the particular Service). *For example, in the event that the Supplier is late in sending a letter, the Supplier shall remain obliged to send the letter.*

3. Performance Indicators

- 3.1 Subject to Paragraph 4, Annex 1 sets out the Key Performance Indicators and SSL Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier from the Call-Off Effective Date, as may be amended in accordance with Paragraph 5.

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- 3.2 In addition to the Supplier's obligations under paragraph 3.1, but subject to Paragraph 4.8, the Supplier shall ensure that the Services are delivered without degradation to the performance levels achieved in respect of those Services prior to the Call-Off Effective Date.
- 3.3 The Supplier shall, from the date falling four months after the Call-Off Effective Date, submit Performance Monitoring Reports in respect of the performance of the Services against all Target Service Levels across all Sites, subject to any exceptions agreed between the Parties in accordance with process set out in Paragraph 4.
- 3.4 Service Credits and Service Points (as the case may be) shall accrue for any Performance Failures and shall be calculated in accordance with Paragraphs 6 and 8 (as the case may be).
- 3.5 The measurement of the Performance Indicators shall comply with the following principles:
- 3.5.1 where a Performance Indicator is specified in the tables at Annex 1 to this Schedule to be subject to a period of time for completion, the time period shall be measured from the event specified in the "clock start" column until the occurrence of any event specified in the corresponding "clock stop" column;
- 3.5.2 to the extent that a Performance Indicator is subject to any "exclusions to measurement" then, for such period as that exclusion is applicable, the Supplier shall be entitled to exclude the relevant circumstances from its measurement of performance in respect of that Performance Indicator;
- 3.5.3 the Supplier shall not be deemed to have failed a Performance Indicator to the extent that (and only for such period as) a responsibility or dependency (in the column titled "Responsibilities/Dependencies") applicable to that Performance Indicator has not been fulfilled;
- 3.5.4 where a Performance Indicator is described as being subject to a timeframe in Working Days, the clock shall (unless stated otherwise in a Performance Indicator) start on the date of the relevant action, provided that such date is a Working Day and within Working Hours. If the relevant action occurs outside of Working Hours, the relevant action shall be deemed to occur at the commencement of Working Hours on the next Working Day. The applicable timeframe shall expire on the relevant number of Working Days after the start time:
- For example, where an action has a one Working Day timeframe and the relevant action triggering the timeframe is met at 10 am on a Working Day (e.g. a Monday), the relevant action shall be completed by the end of Working Hours on the next Working Day (i.e. Tuesday); and*
- 3.5.5 where a Performance Indicator is described as being subject to a timeframe in days or weeks, the clock shall (unless stated otherwise in a Performance Indicator) start on the date of the relevant action, provided that such date is a Working Day and within Working Hours. If the relevant action occurs outside of Working Hours, the relevant action shall be deemed to occur at the commencement of Working Hours on the next Working Day. The applicable timeframe shall expire on the relevant number

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of days or weeks after the start time, provided that such end date is a Working Day. If such day is not a Working Day, the applicable timeframe shall expire on the next Working Day.

4. Transformation Period Service Level Report

4.1 Within three months of the Service Commencement Date, the Supplier shall submit a written report to the Customer, setting out details of:

4.1.1 how, in relation to each Site, the performance of the Services has been and is currently measured (including the performance indicators used and the performance data against those indicators) and/or performance reviewed;

4.1.2 where:

4.1.2.1 the current performance at certain Sites falls materially below particular Target Service Levels; and/or

4.1.2.2 there is insufficient data and/or reporting mechanisms regarding performance at certain Sites; and/or

4.1.2.3 Sites are to close within the Transformation Period (where the Supplier is able to demonstrate that such closure has a direct impact on the Target Service Levels); and

4.1.2.4 the Supplier would incur material additional cost in achieving particular Target Service Levels at such Sites prior to the end of the Transformation Period or closure of the Site(s),

a proposal covering the matters detailed in Paragraph 4.2 below; and

4.1.3 all data, supporting evidence or other information as is available to the Supplier or has been used by the Supplier in connection with the matters described in Paragraphs 4.1.1 and 4.1.2,

such report being the "Transformation Period Service Level Report".

4.2 Where Paragraph 4.1.2 applies, the Supplier's proposal shall include:

4.2.1 a detailed explanation and breakdown of how the Supplier would face material additional cost in achieving the particular Target Service Levels at such Sites prior to the end of the Transformation Period or closure of the Site(s);

4.2.2 a plan for how the Supplier proposes to:

4.2.2.1 adapt the particular Target Service Level(s) to the minimum extent necessary; or

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- 4.2.2.2 where Paragraph 4.2.2.1 is not possible, how the Supplier proposes to alternatively measure performance of the Services covered by the relevant Target Service Level(s),

for the remainder of the Transformation Period, or until closure of the Site; and
- 4.2.3 except where Sites will close before the first anniversary of the Call-Off Effective Date, details of the Supplier's proposal to incrementally increase the revised Target Service Levels over the remainder of the Transformation Period; and
- 4.2.4 specifically in relation to the User Satisfaction Survey, any further information that either the Supplier or the Customer wishes each other to take into consideration, including for example:
 - 4.2.4.1 the planned activities that will take place in accordance with the Transformation Plan during the period leading up to the next scheduled User Satisfaction Survey; and
 - 4.2.4.2 any analysis of data captured as part of the first User Satisfaction Survey that could provide insight into the likely impact (upon any of the populations being surveyed) of agreed and necessary activities within the Transformation Plan.
- 4.3 The Supplier shall meet with the Customer at least at two-weekly intervals from (and including) the date falling one month after the Service Commencement Date (or as otherwise agreed between the parties) in order to:
 - 4.3.1 provide the Customer with updates on its progress in producing the Transformation Period Service Level Report;
 - 4.3.2 identify and discuss the issues and potential solutions that the Transformation Period Service Level Report are likely to identify; and
 - 4.3.3 receive feedback from the Customer on the issues and potential solutions that the Transformation Period Service Level Report is likely to identify, which the Supplier shall be obliged to take reasonable account of:
 - 4.3.3.1 for the next meeting in accordance with this Paragraph 4.3; and
 - 4.3.3.2 in producing the Transformation Period Service Level Report to be submitted in accordance with Paragraph 4.1.
- 4.4 The Customer shall have the right to request copies of any documentation that the Supplier has obtained, produced or otherwise used in connection with producing the Transformation Period Service Level Report (including the materials identified by the Supplier in accordance with Paragraph 4.1.3 above and in connection with the meetings held pursuant to Paragraph 4.3), and the Supplier shall provide such documentation within 5 Working Days of such request.

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- 4.5 Following receipt of the Transformation Period Service Level Report, and any further evidence requested in accordance with Paragraph 4.4, the Customer shall:
- 4.5.1 review and comment on the Transformation Period Service Level Report as soon as reasonably practicable;
 - 4.5.2 notify the Supplier in writing whether it:
 - 4.5.2.1 approves the draft Transformation Period Service Level Report; or
 - 4.5.2.2 (acting reasonably) rejects the Transformation Period Service Level Report (in whole or in part)
- in each case as soon as reasonably practicable, and in any event, no later than 5 Working Days after the date on which the Transformation Period Service Level Report or the further evidence provided in accordance with Paragraph 4.4 is delivered to the Customer (whichever is the later).
- 4.6 The Supplier acknowledges that the Customer shall be deemed to be acting reasonably in rejecting all or part of the Transformation Period Service Level Report if it is not satisfied that the proposal required under Paragraph 4.1.2 and 4.2 proposes an adequate plan in respect of improving the current performance of the Services (or relevant part of the Services) at specified Sites.
- 4.7 If the Customer rejects the Transformation Period Service Level Report (in whole or in part):
- 4.7.1 the Customer shall inform the Supplier in writing of its reasons for its rejection and may include counter proposals for revised Target Service Levels; and
 - 4.7.2 the Supplier shall then revise the Transformation Period Service Level Report or the relevant parts thereof (taking reasonable account of the Customer's comments) and shall re-submit a revised Transformation Period Service Level Report or part thereof to the Customer for the Customer's approval within 5 Working Days of the date of the Customer's notice of rejection or partial rejection. The provisions of Paragraphs 4.5 and 4.6 and this Paragraph 4.7 shall apply again to any resubmitted parts of the draft Transformation Period Service Level Report until any rejected elements are approved by the Customer, provided that either Party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
- 4.8 Following approval or partial approval of the Transformation Period Service Level Report by the Customer, the parties shall work together in good faith to develop and document (by reference to the approved Transformation Period Service Level Report):
- 4.8.1 the agreed exceptions to the application of, and/or the agreed temporary alteration of, particular Target Service Levels for the remainder of the Transformation Period or until closure of relevant Sites (as they case may be) (such revised Target Service Levels being the "**Interim Target Service Levels**"); and

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- 4.8.2 the alternative performance reporting obligations in respect of the Interim Target Service Levels and/or alternative reporting obligations in relation to specific Site(s) where the Customer has agreed to the exception of the application of the Target Service Levels,

as soon as reasonably practicable and in any event within four months of the Call-Off Effective Date. Except where Sites are closing before the first anniversary of the Call-Off Effective Date, the Interim Target Service Levels shall include periodic incremental tightening of the applicable Target Service Levels which shall be aligned to, and in accordance with, the Milestones of the Supplier's Transformation Plan. For the avoidance of doubt, where Interim Target Service Levels have been agreed, they shall take precedence over the Target Service Levels in accordance with this Paragraph 4.

- 4.9 Where the agreement of Interim Target Service Levels in accordance with Paragraph 4.8 above results in:

- 4.9.1 the application of additional Key Performance Indicators to the Services, the Customer shall be entitled to reallocate the At Risk Amount to take account of such additional Key Performance Indicators; or

- 4.9.2 the temporary disapplication of one or more of the existing Key Performance Indicators, the Customer shall be entitled to reallocate the At Risk Amount to take account of such disapplication,

provided in each case that the aggregate value of Service Credits allocated to Marginal KPI Failures, Moderate KPI failures and Severe KPI Failures shall not be increased or decreased.

- 4.10 The Interim Target Service Levels shall only apply in substitution to particular Performance Indicators, from the date of such agreement for the remainder of the Transformation Period or (where earlier):

- 4.10.1 until the relevant Site(s) (as set out in the Transformation Period Service Level Report) are closed; or

- 4.10.2 a Service transitions from a Day 1 Service to a Transformed Service (whether, with reference to geographic regions, in whole or part) in accordance with the Service Migration Plan (as updated from time to time in accordance with Clause 8.2 of the Call-Off Terms), then either:

- 4.10.2.1 the Target Service Levels shall apply to that part of the Services which have become Transformed Services; or

- 4.10.2.2 Paragraph 5.3 applies, and

for the avoidance of doubt, after the end of the Transformation Period, the Target Service Levels (including those agreed pursuant to Paragraph 5.3) shall apply to all Sites.

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5. Changes to the Performance Indicators and Service Credits

- 5.1 After the date falling eighteen months after the Service Commencement Date the Customer may, and not more than once in each Contract Year thereafter, on giving the Supplier at least 3 months' notice:
- 5.1.1 change the weighting that applies in respect of one or more specific Performance Indicators; and/or
 - 5.1.2 convert one or more:
 - 5.1.2.1 Key Performance Indicators into an SSL Performance Indicator; and/or
 - 5.1.2.2 SSL Performance Indicator into a Key Performance Indicator (in which event the Customer shall also set out in the notice details of what will constitute a Marginal KPI Failure, a Moderate KPI Failure, a Severe KPI Failure, and, if applicable, a Service Threshold Failure for the new Key Performance Indicator).
- 5.2 The Supplier shall not be entitled to object to any changes made by the Customer under Paragraph 5.1, or increase the Charges as a result of such changes provided that:
- 5.2.1 the principal purpose of the change is to reflect changes in the Customer's business requirements and/or priorities or to reflect changing industry standards; and
 - 5.2.2 there is no change to the calculation of the Service Credit Cap.
- 5.3 In addition to, and without prejudice to, the Customer's rights under Paragraph 5.1, the Parties shall agree to adjust the Performance Indicators in respect of a particular Service in order to reflect the changes in the manner in which that particular Service is delivered as a Transformed Service. Any adjustment to the Performance Indicators proposed in accordance with this Paragraph shall be discussed and considered by the Parties at least eight weeks prior to the Milestone described as SAC6 as set out in the Transformation Plan (or such other timeframe as the Parties may agree) in respect of each Service and such agreement (which shall be finalised at least four weeks prior to the Milestone described as SAC6 as set out in the Transformation Plan in respect of each Service, or such other timeframe as the Parties may agree, and in any event prior to the Transformation Completion Date) shall be reached in accordance with the Change Control Procedure. The Parties acknowledge that during the implementation of the Service Migration Plan that both Day 1 Services and Transformed Services will coexist (including in respect of the same Service) and therefore the Change Control Procedure followed in accordance with this Paragraph shall also address the mechanics of the operation and reporting in respect of dual Performance Indicators. Where a Performance Indicator is adjusted pursuant to this Paragraph, that Performance Indicator shall apply to that Transformed Service as it is progressively introduced in accordance with the Service Migration Plan.
- 5.4 In addition to, and without prejudice to, the Customer's rights under Paragraphs 5.1 and 5.3, the Customer is also entitled in the six months following each of the second, fourth and (if the option to extend the Initial Term is exercised) sixth anniversaries of the Transformation Completion Date to amend the Target Service Levels and the Performance Indicators in

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accordance with Paragraph 5.5 below.

- 5.5 Where the Customer is entitled to amend the Target Service Levels and the Performance Indicators pursuant to Paragraph 5.4, the Customer may propose a new Target Service Levels and/or a new set of Performance Indicators to the Supplier. Such proposals shall be considered and agreed between the Parties in accordance with Change Control Procedure.
- 5.6 Within the first three months following the Service Commencement Date, the Parties shall agree additional SSL Performance Indicators in respect of the performance of the Supplier's customer service centre. Such additional SSL Performance Indicators shall include (without limitation) performance measurements in respect of call answering and call resolution.
- 5.7 The Parties shall meet, within the period falling between six and three months before the anticipated Transformation Completion Date, to discuss and agree the scope of additional performance indicators submitted and proposed in the Supplier's Tender for the NHS England Call-Off Agreement in respect of the following elements of the Services:
 - 5.7.1 payments;
 - 5.7.2 medical records;
 - 5.7.3 screening;
 - 5.7.4 probity; and
 - 5.7.5 performer lists.

6. Service Credits

- 6.1 Subject to Paragraph 6.5, Service Credits shall accrue:
 - 6.1.1 for any KPI Failure; and
 - 6.1.2 in accordance with Paragraph 8.6,and shall be calculated in accordance with this Paragraph 6 and Paragraph 7.
- 6.2 If the level of performance of the Supplier during a Service Period achieves the Target Service Level in respect of a Key Performance Indicator, no Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator.
- 6.3 If the level of performance of the Supplier during a Service Period is below the Target Service Level in respect of a Key Performance Indicator, Service Credits shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 6.4.
- 6.4 The value of Service Credits that shall accrue to the Supplier in respect of a KPI Failure shall be calculated as the applicable percentage of the At Risk Amount for the relevant Service Period in which the KPI Failure occurred as set out in table 1 of Annex I, depending on whether

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the KPI Failure is a Marginal KPI Failure, a Moderate KPI Failure, a Severe KPI Failure, or, if applicable, a Service Threshold Failure (as set out in the column headed "Failure Categorisation"), unless:

- 6.4.1 the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 7 shall apply; or
- 6.4.2 the KPI Failure is in respect of the User Satisfaction Survey, in which case the provisions of Paragraph 6.6 shall apply.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

7. Repeat KPI Failures

- 7.1 If the Supplier fails to meet a Key Performance Indicator in a Service Period and then fails to meet the same Key Performance Indicator in any of the following Service Periods, the subsequent failures shall be a **"Repeat KPI Failure"** until the number of Service Periods is reset to zero in accordance with Paragraph 7.3.
- 7.2 The value of the Service Credits that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated by multiplying the value of the applicable Service Credit with the applicable repeat failure multiplier calculated in accordance with the following table:

Number of Repeat KPI Failures (in respect of the same Service)	Repeat Failure Multiplier
0	1
1	2

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Number of Repeat KPI Failures (in respect of the same Service)	Repeat Failure Multiplier
2	3
3	4
4 or more	n + 1 (where "n" is the number of the previous Repeat Failure Multiplier)

- 7.3 The number of Service Periods in which Repeat KPI Failures occur (as set out in the first column of the table in Paragraph 7.2 above) shall be reset to zero once the Target Service Level has been met for the Customer in two consecutive months.

8. Service Points

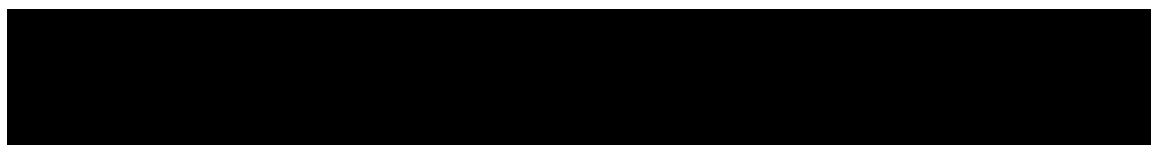
- 8.1 Subject to Paragraph 8.5, Service Points shall accrue for any SSL Failure and shall be calculated in accordance with this Paragraph 8 and Paragraph 9.
- 8.2 If the level of performance of the Supplier during a Service Period achieves the Target Service Level in respect of an SSL Performance Indicator, no Service Points shall accrue to the Supplier in respect of that SSL Performance Indicator.
- 8.3 If the level of performance of the Supplier during a Service Period is below the Target Service Level in respect of an SSL Performance Indicator, Service Points shall accrue to the Supplier in respect of that SSL Performance Indicator as set out in Paragraph 8.4.
- 8.4 The number of Service Points that shall accrue to the Supplier in respect of an SSL Failure shall be the applicable number as set out in table 2 of Annex I, depending on whether the failure is a Marginal SSL Failure, a Moderate SSL Failure or a Severe SSL Failure, unless the SSL Failure is a Repeat SSL Failure when the provisions of Paragraph 9 shall apply.



- 8.6 At the end of each Quarter, the accrued number of Service Points will be totalled up and converted into a monetary value where each Service Point [REDACTED]. The resulting monetary value shall be treated as a Service Credit and deducted from the Service Charges in accordance with Paragraph 11 of Schedule 4.1 (Charges and Invoicing).

Example:

40 Service Points are accrued in a Quarter.



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[REDACTED]

[REDACTED] the resulting figure is multiplied by the number of Service Points accrued. This gives a monetary value that is treated as a Service Credit in accordance with Paragraph 11 of Schedule 4.1 (Charges and Invoicing).

Worked example with figures:

[REDACTED]

[REDACTED]

The Service Point conversion to Service Credits (subject to the Service Credit Cap) would be as follows:

[REDACTED]

9. Repeat SSL Failures

- 9.1 If the Supplier fails to meet an SSL Performance Indicator in a Service Period and then fails to meet the same SSL Performance Indicator in any of the following Service Period, the subsequent failures shall be a **"Repeat SSL Failure"** until the number of Service Periods is reset to zero in accordance with Paragraph 9.3.
- 9.2 The number of Service Points that shall accrue to the Supplier in respect of an SSL Failure that is a Repeat SSL Failure shall be calculated by multiplying the applicable number of Service Points with applicable repeat failure multiplier calculated in accordance with the following table:

Number of Repeat SSL Failures (in respect of the same Service)	Repeat Failure Multiplier
0	1
1	2
2	3
3	4
4 or more	n + 1 (where "n" is the number of the previous Repeat Failure Multiplier)

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- 9.3 The number of Service Periods in which Repeat SSL Failures occur (as set out in the first column of the table in Paragraph 9.2 above) shall be reset to zero once the Target Service Level has been met for the Customer in two consecutive months.

10. Base-lining Payment Dates

- 10.1 Within three months of the Service Commencement Date, the Supplier shall produce two separate documents setting out the details of all payment dates in respect of:

- 10.1.1 all GP practices in England, which shall include:

10.1.1.1 the cut-off time for receipt by the Supplier of all data required to generate GP Payment Files separated out in respect of each relevant source of data;

10.1.1.2 the date the GP Payment File needs to be uploaded by the Supplier to ISFE; and

10.1.1.3 the date the payment is executed by ISFE,

such document being the "**Monthly GP Payment Schedule**"; and

- 10.1.2 all Ophthalmic Contractors, which shall include:

10.1.2.1 the cut-off time for receipt by the Supplier of all data required to generate Ophthalmic Payment Files separated out in respect of each relevant source of data;

10.1.2.2 the date the Ophthalmic Payment File needs to be uploaded by the Supplier to ISFE; and

10.1.2.3 the date the payment is executed by ISFE,

such document being the "Monthly Ophthalmic Payment Schedule".

- 10.2 The Supplier shall provide copies of the Monthly GP Payment Schedule and Monthly Ophthalmic Payment Schedule to the Customer on request.

- 10.3 The Supplier shall maintain up to date copies of the Monthly GP Payment Schedule and Monthly Ophthalmic Payment Schedule.

11. Policy and Operating Procedures

- 11.1 Where the Performance Indicators refer to "Policy and Operating Procedures", these shall mean those policy and operating procedures agreed from time to time between the parties (in written form) which shall apply (subject to Paragraph 11.2 below) in the operation and measurement of the Performance Indicator to which they relate (each such document being a

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"Policy and Operating Procedure").

- 11.2 All such Policy and Operating Procedures developed in accordance with Paragraph 11.1 are supplementary to, and shall be subject to:

11.2.1 any Standard Operating Procedures; and

11.2.2 any other operating procedures required to be followed or developed in accordance with Schedule 2.1 (Call-Off Service Description) or Schedule 3.1 (Supplier Solution).

12. User Satisfaction Survey

- 12.1 The Parties shall, by the date falling two months after the Service Commencement Date, agree in writing:

12.1.1 the content, questions and form of the User Satisfaction Survey; and

12.1.2 the representative samples in respect of each of the cohorts to be surveyed,

such document being the **"User Satisfaction Survey Document"**. The User Satisfaction Survey Document shall be a Contract Controlled Document.

- 12.2 Following the agreement of the User Satisfaction Survey Document in accordance with Paragraph 12.1, the Supplier shall carry out the first User Satisfaction Survey within the two weeks following the date falling two months after the Service Commencement Date. Thereafter, the Supplier shall carry out the User Satisfaction Survey at six monthly intervals.
- 12.3 Following a KPI Failure in respect of the User Satisfaction Survey, the Supplier shall comply with its obligations in accordance with Paragraph 1.2.6 of Part B, including in respect of a Marginal KPI Failure of the User Satisfaction Survey.

PART B

Performance Monitoring

1. Performance Monitoring and Performance Review

1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:

- 1.1.1 a report to the Customer Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the "**Performance Monitoring Report**"); and
- 1.1.2 a report to the Customer's senior responsible officer which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the "**Balanced Scorecard Report**").

Performance Monitoring Report

1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:

Information in respect of the Service Period just ended

- 1.2.1 for each Key Performance Indicator and SSL Performance Indicator the actual performance achieved over the Service Period (calculated in accordance with paragraph 1.2.19 below), and that achieved over the previous 3 Service Periods;
- 1.2.2 a summary of:
 - 1.2.2.1 all Performance Failures that occurred during the Service Period and the date upon which such Performance Failures occurred; and
 - 1.2.2.2 any exclusions to measurement (as identified in column headed "Exclusions to Measurement" in the tables set out at Annex 1 of this Schedule) which applied during the Service Period, including details of the total number of each type of exclusion to measurement; and
- 1.2.3 a commentary to explain any trends and anomalies within the Performance Monitoring Report (including in respect of any exclusions to measurement);
- 1.2.4 the severity level of each KPI Failure which occurred during the Service Period and whether each Performance Failure which occurred during the Service Period fell below the applicable Severe KPI Failure measurement;
- 1.2.5 which Performance Failures remain outstanding and progress in resolving them;

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- 1.2.6 for any Moderate or Severe KPI Failures or Moderate or Severe SSL Failures occurring during the Service Period, the cause of the relevant KPI Failure or SSL Failure and the action being taken to reduce the likelihood of recurrence;
- 1.2.7 the status of any outstanding Rectification Plan processes, including:
 - 1.2.7.1 whether or not a Rectification Plan has been agreed; and
 - 1.2.7.2 where a Rectification Plan has been agreed, a summary of the Supplier's progress in implementing that Rectification Plan;
- 1.2.8 for any Repeat Failures, actions taken to resolve the underlying cause and prevent recurrence;
- 1.2.9 the number of Service Credits awarded in respect of each KPI Failure;
- 1.2.10 the value of the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate;
- 1.2.11 the number of Service Points incurred, including whether any Service Points have been converted into a Service Credits in accordance with Paragraph 8.6 of Part A;
- 1.2.12 the conduct and performance of any agreed periodic tests that have occurred, such as the annual failover test of the Business Continuity Plan and Disaster Recovery Plan;
- 1.2.13 relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Call-Off Agreement;
- 1.2.14 such other details as the Customer may reasonably require from time to time; and

Information in respect of previous Service Periods

- 1.2.15 a rolling total of the number of Performance Failures that have occurred over the past six Service Periods;
- 1.2.16 the amount of Service Credits and Service Points that have been incurred by the Supplier over the past six Service Periods;
- 1.2.17 the conduct and performance of any agreed periodic tests that have occurred in such Service Period such as the annual failover test of the Business Continuity Plan and Disaster Recovery Plan; and

Information in respect of the next Quarter

- 1.2.18 the Supplier shall provide any information regarding:

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- 1.2.18.1 any planned maintenance;
- 1.2.18.2 any changes to the Services;
- 1.2.18.3 any initiatives in relation to the Services that the Supplier plans to implement; and/or
- 1.2.18.4 any other matters that may affect the Supplier achieving the Target Services Levels,

in each case, in respect of the following Quarter.

Method of Calculating the Level of Performance Achieved

- 1.2.19 Where a Performance Indicator is described in Annex 1 of this Schedule as a number of actions successfully completed within the Service Period as a proportion of the number of actions required to be completed within that Service Period (in accordance with principles of measurement set out in Paragraph 3.5 of Part A), the Supplier shall calculate the outcome as follows:

A = the total number of actions that were successfully completed within the required target timeframe during the Service Period;

B = the total number of actions that have missed the target for the first time during the Service Period (for example an action that should be completed within 3 Working Days remains open at the start of the fourth Working Day); and

Performance of the Performance Indicator is calculated as $A / (A + B) \times 100\%$.

Balanced Scorecard Report

- 1.3 The Balanced Scorecard Report shall be presented in the form of a dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:
 - 1.3.1 financial indicators;
 - 1.3.2 the Target Service Levels achieved;
 - 1.3.3 behavioural indicators;
 - 1.3.4 performance against its obligation to pay its Sub-contractors within 30 days of receipt of an undisputed invoice;
 - 1.3.5 Milestone trend chart, showing performance of the overall programme; and
 - 1.3.6 sustainability and energy efficiency indicators, for example energy consumption and recycling performance.

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- 1.4 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed and their contents agreed by the Parties at the next Performance Review Meeting held in accordance with Paragraph 1.5.
- 1.5 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Performance Monitoring Reports and the Balanced Scorecard Reports. The Performance Review Meetings shall (unless otherwise agreed):
 - 1.5.1 take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier;
 - 1.5.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require (unless otherwise agreed in advance); and
 - 1.5.3 be attended by the Supplier Representative and the Customer Representative.
- 1.6 The Customer shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any Performance Failures.

2. Performance Records

- 2.1 The Supplier shall keep appropriate documents and records (including Help Desk records, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received etc.) in relation to the Services being delivered. Without prejudice to the generality of the foregoing, the Supplier shall maintain accurate records of call histories for a minimum of 12 months and provide prompt access to such records to the Customer upon the Customer's request. The records and documents of the Supplier shall be available for inspection by the Customer and/or its nominee at any time and the Customer and/or its nominee may make copies of any such records and documents.
- 2.2 In addition to the requirement in Paragraph 2.1 to maintain appropriate documents and records, the Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance of the Supplier and the calculations of the amount of Service Credits and Service Points for any specified period.
- 2.3 The Supplier shall ensure that the Performance Monitoring Report, the Balanced Scorecard Report and any variations or amendments thereto, any reports and summaries produced in accordance with this Schedule and any other document or record reasonably required by the Customer are available to the Customer on-line and are capable of being printed.

3. Performance Verification

The Customer reserves the right to verify and audit the Supplier's performance under this Call-Off Agreement against the Performance Indicators.

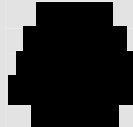








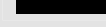

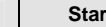


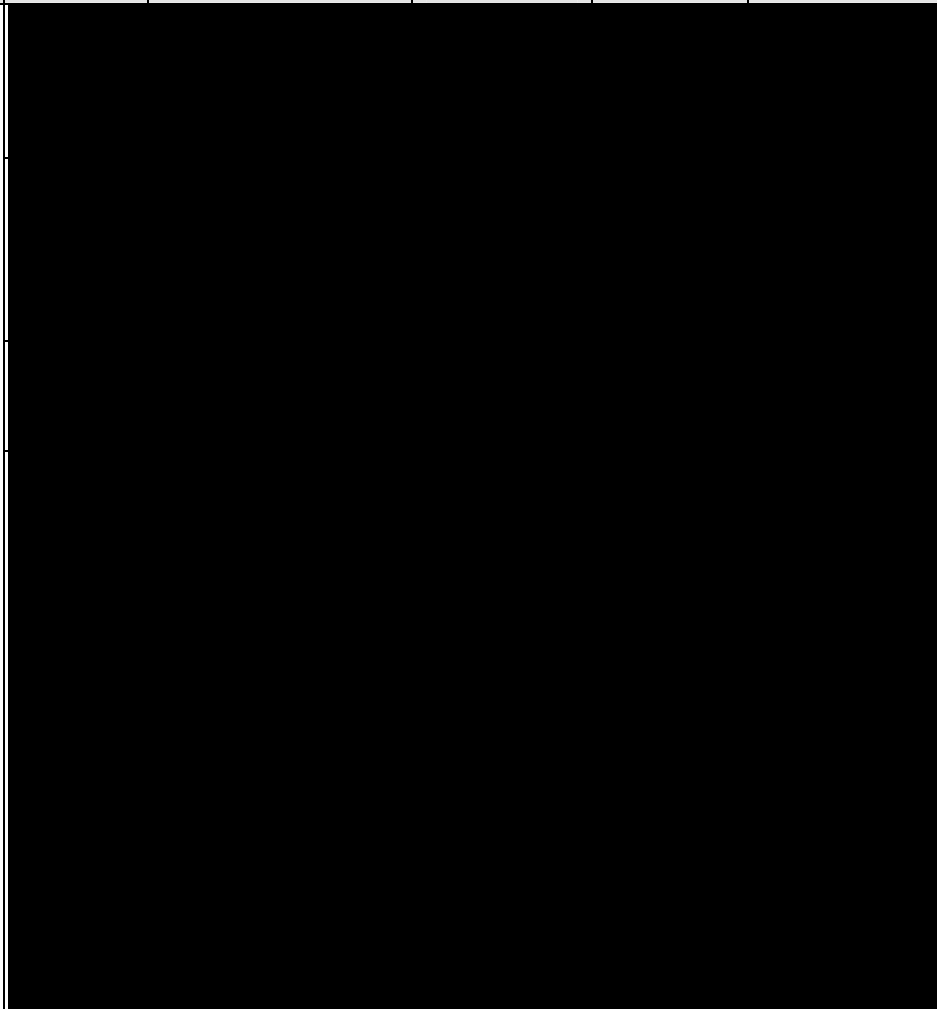

ANNEX 1

Performance Indicators and Target Service Levels

The Key Performance Indicators and SSL Performance Indicators that shall apply to the Services (subject to amendment in accordance with Paragraph 4 of Part A above) are set out below:

1. TABLE ONE - Key Performance Indicators

[For the purposes of this table, all references to "Open Exeter" and "Exeter" shall be deemed to include all such equivalent, replacement and/or successor systems as the context requires.]

Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop		
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator													
[Payments]	[GP]	[Pay1]	[All GP Payment Files sent are accurate and on time]	[The total number of GP Payment Files generated and uploaded by the Supplier to ISFE during the Service Period (expressed as a percentage of all GP Payment Files required to be generated and uploaded by the Supplier to ISFE during the Service Period) which achieve both of the following requirements: a) Timeliness - GP Payments Files are uploaded on time (where "on time" means the Payment File is uploaded to ISFE at least 5 Working Days before the payment due date, as applicable to each GP Practice as set out in the Monthly GP Payment Schedule); and b) Accuracy - GP Payments File data uploaded is accurate (where "accurate" means the data contained in the GP Payment File uploaded is consistent with the data made available to the Supplier and the rules and calculations the Supplier is responsible for applying in accordance with this Call-Off			[] %	[Monthly]							[N/A]	[Payment File uploaded to ISFE]	

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Key Performance Indicators						Target Service Level for Key Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop	
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator												
			Agreement).]												
[Ophthalmic]	[Pay2]	[All Payment Files sent are accurate and on time]	<p>[The total number of Ophthalmic Payment Files generated and uploaded by the Supplier to ISFE during the Service Period (expressed as a percentage of all Ophthalmic Payment Files required to be generated and uploaded by the Supplier to ISFE during the Service Period) which achieve both of the following requirements:</p> <p>a) Timeliness - Ophthalmic Payments Files uploaded on time (where "on time" means the Payment File is uploaded to ISFE at least 5 Working Days before the applicable payment due date, as set out in the Ophthalmic Monthly Payment Schedule); and</p> <p>b) Accuracy - Ophthalmic Payments File data is accurate (where "accurate" means the data contained in the Ophthalmic Payment File uploaded is consistent with the data provided to the Supplier in the GOS Claim Form and the rules and calculations the Supplier is responsible for applying in accordance with this Call-Off Agreement.)]</p>			[] %	[Monthly]						[N/A]	[Payment File uploaded to ISFE]	
[Pharmacy]	[Pay3]	[All Pharmacy Payment Files sent are accurate and on time]	[The total number of Pharmacy Payment Files generated and transmitted by the Supplier to NHS Prescription Services (via a method agreed with the Customer) during the			[] %	[Monthly]						[N/A]	[Date Payment File submitted online to	

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Key Performance Indicators					NHSBSA	NHSBSA	Target Service Level for Key Performance Indicator	Frequency of Measurement	NHSBSA		NHSBSA		NHSBSA	NHSBSA	NHSBSA	NHSBSA
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator					NHSBSA	NHSBSA	NHSBSA	NHSBSA				
				<p>Service Period (expressed as a percentage of all such Pharmacy Payment Files required to be generated and transmitted by the Supplier to NHS Prescription Services during the Service Period), which achieve both of the following requirements:</p> <p>a) Timeliness - Pharmacy Payments Files transmitted on time (where "on time" means the transmission of the Payment Files to NHS Prescription Services at least 5 Working Days before the applicable scheduled date for payment, as set by the NHSBSA from time to time); and</p> <p>b) Accuracy - Pharmacy Payments File data is accurate (where "accurate" means the data contained in Pharmacy Payment File transmitted is consistent with the data made available to the Supplier and the rules and calculations the Supplier is responsible for applying in accordance with this Call-Off Agreement.)</p>											NHS Prescription Services]	
	[Pensions]	[Pay4]	[All GP pension contribution payments data is accurate and submitted on time]	[The total number of Pension Payment Files generated and submitted by the Supplier to the NHS Pensions Agency (Pensions Online) via RFT during the Service Period (expressed as a percentage of all such pension payment data provided to the Supplier (during the previous Service Period) and required to be submitted by the Supplier to the NHS Pensions Agency (Pensions Online) via RFT during the Service Period)			[] %	[Monthly]						[N/A]	[Date Payment File submitted via RFT to the NHS Pensions Agency]	

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Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop	
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator													
			<p>which achieve both of the following requirements:</p> <p>a) Timeliness - Pension Payment Files submitted on time (where "on time" means the submission of the Payment Files to the NHS Pensions Agency (Pensions Online) via RFT on or before its scheduled cut-off time for transmission, as provided by the NHS Pensions Agency from time to time); and</p> <p>b) Accuracy - Pension Payments File data submitted is accurate (where "accurate" means the sums paid to the NHS Pensions Agency equal the amounts of equivalent deductions from the relevant payments that have been processed through the payment system during the previous Service Period)]</p>													
[Registrations]	[Registrations]	[Reg1]	[Registration Transactions are completed within 1 Working Day]	[Total number of Registration Transactions completed by the Supplier during the Service Period within 1 Working Day of initiation of the Registration Transaction, expressed as a percentage of all Registration Transactions required to be completed during the Service Period (where " completed " means the registration data has been validated and a central record has been created on Exeter/PCRM system and " initiation " means the transaction is received onto Exeter/PCRM system)]			[] %	[Monthly]						[The date that the Registration Transaction is received onto Exeter/PCRM system, provided that this is within Working Hours (if not, the clock shall start at the beginning of the next	[The date that the Registration Transaction is completed]	

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Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement					Clock Start	Clock Stop						
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator																
							[] %	[Monthly]						Working Day))						
	[Registratio ns]	[Reg2]	[Deduction Transactions completed within 3 Working Days]	[Total number of Deduction Transactions completed by the Supplier during the Service Period within 3 Working Days of initiation of the Deduction Transaction, expressed as a percentage of all Deduction Transactions required to be completed during the Service Period (where " completed " means that the Supplier has initiated a valid patient removal request on Exeter/PCRM system that will remove the patient from the GP Practice List at the appropriate time and " initiation " means the transaction is received onto Exeter/PCRM system))]											[] %		[Monthly]		[The date that the Deduction Transaction is received onto Exeter/PCRM system provided that this is within Working Hours (if not, the clock shall start at the beginning of the next Working Day))]	[The date that the Deduction Transaction is completed]
	[SAS]	[Reg3]	[All validly completed SAS Requests are completed within the relevant timeframe from receipt of the SAS Request]	[Total number of valid SAS Requests completed during the Service Period (expressed as a percentage of all valid SAS Requests required to be completed during the Service Period) which achieve the following requirements in respect of patients who are subject to an SAS Request: (a) if applicable, all such patients are removed from a GP Practice List in accordance with the Special Allocation Scheme by the Supplier on the same Working Day as receipt of a validly completed SAS Request; and											[] %		[Monthly]		[The date of receipt of the SAS Request provided that this is received by 3.00 pm on a Working Day]	[The date the patient is (i) removed from GP Practice List (if applicable) and (ii) letter is made available by the Supplier for collection by postal service]

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Key Performance Indicators					[Redacted]	[Redacted]	Target Service Level for Key Performance Indicator	Frequency of Measurement	[Redacted]		[Redacted]		[Redacted]	[Redacted]	[Redacted]					
[Redacted] Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator					[Redacted]	[Redacted]	[Redacted]	[Redacted]				Clock Start	Clock Stop			
				(b) all such patients are allocated to a GP in accordance with the Special Allocation Scheme and informed of such allocation, by the Supplier on the same Working Day as receipt of a validly completed SAS Request.]																
[Records]	[Movement]	[Rec 1]	[All GP Held Medical Records are processed on Exeter/PCRM system and dispatched within two Working Days of receipt of the GP Held Medical Records from the previous GP Practice to hold such records]	[Total number of GP Held Medical Records processed by the Supplier on Exeter/PCRM system and dispatched within two Working Days following receipt from the previous GP Practice to hold such medical records during the Service Period, expressed as a percentage of all such GP Held Medical Records required to be processed and dispatched by the Supplier during the Service Period.]	[Redacted]	[Redacted]	[]%	[Monthly]												
	[Access Requests]	[Rec 2]	[All subject access requests are fulfilled within 10 Working Days]	[Total number of personal data requests fulfilled by the Supplier (following receipt of a subject access request submitted to the Customer, Service Recipient or Supplier (as the case may be) in accordance with DPA 1998) within 10 Working Days of receipt by the Supplier of such a request during the Service Period, expressed as a percentage of all such personal data requests to be fulfilled during the Service Period.			[Redacted]	[]%						[Monthly]						

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Key Performance Indicators					[REDACTED]	[REDACTED]	Target Service Level for Key Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator					[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				[REDACTED]
									[REDACTED]							
	[Access Requests]	[Rec 3]	[All subject access requests are fulfilled within 10 Working Days]	[Total number of personal data requests fulfilled by the Supplier (following receipt of a subject access request submitted to the Customer, Service Recipient or Supplier (as the case may be) in accordance with Access to Health Records Act 1990) within 10 Working Days of receipt by the Supplier of such a request during the Service Period, expressed as a percentage of all such personal data requests to be fulfilled during the Service Period (where "fulfilled" means that the Requestor has the requested personal data despatched to them or is informed that the request is refused)]		[REDACTED]	[]%	[Monthly]						[Date valid and eligible application is received]	[Date the requested information (or refusal letter) is despatched to the Requestor]	
[Screening]	[Cervical]	[Scr 1]	[All invitation letters are sent by the Supplier to eligible women six weeks prior to the due date for first/next cervical screening test (and in the case of eligible women registered with DMS, to the DMS unit two months	[Total number of invitation letters sent to eligible women by the Supplier on a day that is no more than 6 weeks and no less than 5 weeks prior to the due date of first/next cervical screening test (or in the case of eligible women registered with the DMS unit, a day that is no more than 9 weeks and no less than 8 weeks prior to the due date for the first cervical screening test) during the Service Period, expressed as a percentage of all such invitation	[REDACTED]	[REDACTED]	[]%	[Monthly]	[REDACTED]					[N/A]	[N/A]	[REDACTED]

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Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement					Clock Start	Clock Stop				
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator														
			prior to the due date for the first cervical screening test))	letters required to be sent during the Service Period]														
	[Cervical]	[Scr 2]	[All results of cervical screening tests received by the Supplier from the laboratory are sent by the Supplier to the patient within one Working Day of receipt from the laboratory (and in the case of women registered with DMS, sent to the DMS unit within 14 days of receipt by the Supplier from the laboratory)]	[Total number of cervical screening test results sent by the Supplier to all relevant patients within one Working Day of receipt by the Supplier from the laboratory (and in the case of the DMS Unit, within 14 days of receipt by the Supplier from the laboratory) during the Service Period, expressed as a percentage of all such result letters required to be sent during the Service Period]			[]%	[Monthly]										
	[Cervical]	[Scr 3]	[All cervical screening records/histories for women who have registered with a new GP Practice shall be sent by the Supplier so that such information is received by the relevant PCS Office within 21 days of receipt by the Supplier.]	[Total number of cervical screening records/histories sent by the Supplier during the Service Period to the relevant PCS Office within 21 days of receipt of notification of registration on Exeter/PCRM system of women who have registered with a new GP Practice, expressed as a percentage of all cervical screening records/histories required to be relocated to the applicable PCS Offices during the Service Period.]			[]%	[Monthly]										

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Key Performance Indicators					[REDACTED]	[REDACTED]	Target Service Level for Key Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator	[REDACTED]					[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					[REDACTED]	
	[Breast]	[Scr 4]	[All lists of women eligible for breast screening are provided by the Supplier to the BSO within five Working Days of a request being made by the BSO]			[Total number of lists of eligible women for breast screening provided by the Supplier during the Service Period to the BSO within five Working Days of receipt by the Supplier of the request, expressed as a percentage of the total number of all such lists required to be provided during the Service Period.]	[REDACTED]							[] %	[Monthly]		[Date request received]	[Date list sent to BSO]
	[Breast]	[Scr 5]	[The Supplier shall, within two Working Days of receipt of the batch specification from the BSO, provide to BSO either: (a) the parameters for the batch search; or (b) the list of eligible women for breast screening which match the defined batch specification provided]			[Total number of either: (a) the parameters of the batch search; or (b) the list of eligible women for breast screening, (as the case may be) provided to the BSO by the Supplier during the Service Period within two Working Days of receipt of the batch specification, expressed as a percentage of the total number of all such requests required to be completed during the Service Period.]	[REDACTED]							[] %	[Monthly]		[Date batch specification received]	[Date applicable data sent to BSO]

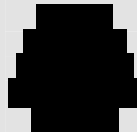














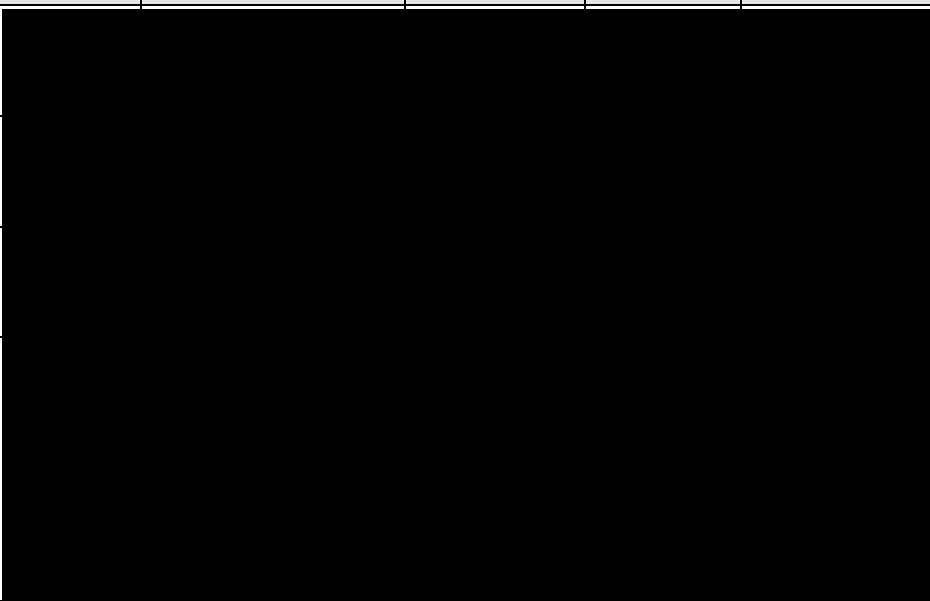
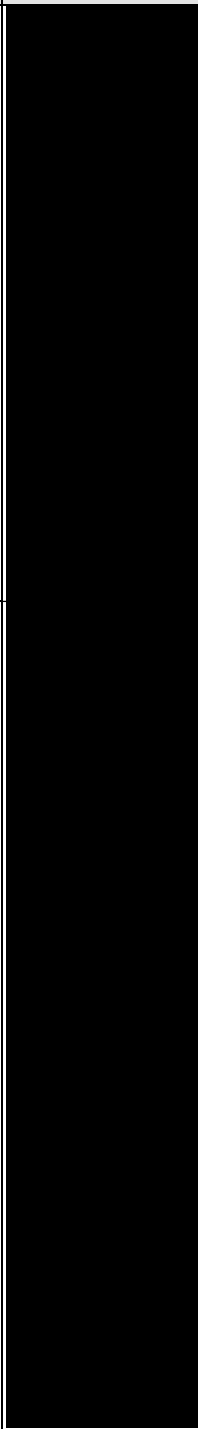


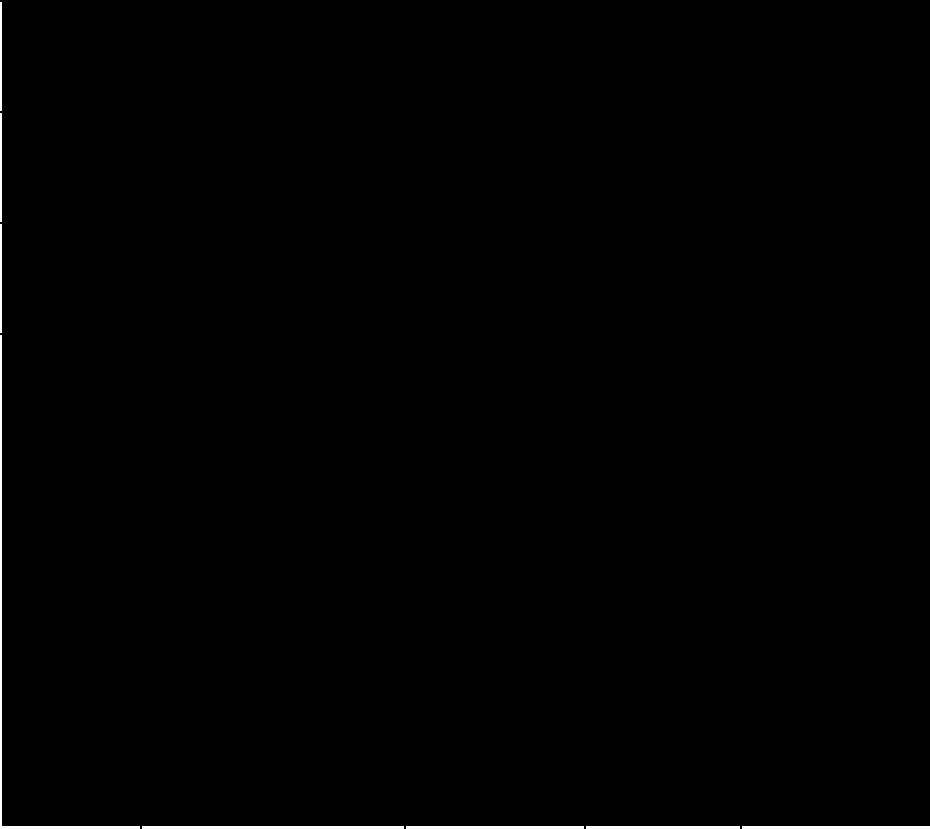
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Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement								
Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator												
	[Breast]	[Scr 6]	[All registration changes made on Exeter/PCRM system are notified by the Supplier to the BSO within one Working Day of the registration changes being made]	[Total number of registration changes notified by the Supplier to the BSO within one Working Day of a registration change being made on Exeter/PCRM system during the Service Period, expressed as a percentage of all such registration changes required to be notified during the Service Period]			[] %	[Monthly]						[Date of registration change]	[Date registration change sent to BSO]	
[Probity]	[Pre PPV Visit]	[Pro 1]	[A monthly report is produced by the Supplier and sent to the Area Team showing statistics in relation to GOS claim volumes for the Service Period]	[At least one report each Service Period showing analysis and statistics in relation to GOS claim volumes to be sent to the Area Team by the Supplier no later than the last Working Day of the Service Period following the Service Period to which the report relates (in the form to be agreed with the Customer from time to time) (with a statistical analysis to explain, where relevant, how any statistical outliers have been identified)]			[] %	[Monthly]						[N/A]	[N/A]	
	[New Performer]	[Per 1]	[All Performer Applications are processed, validated and submitted to the Area Team Responsible Officer by the Supplier within six weeks of receipt of the Performer Application by the	[Total number of validated Performer Applications submitted during the Service Period by the Supplier to the Area Team within six weeks of receipt of a Performer Application by the Supplier, expressed as a percentage of all such Performer Applications required to be submitted during the Service Period]			[] %	[Monthly]						[Date valid and complete application received]	[Date application submitted to Area Team Responsible Officer]	

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Key Performance Indicators						Target Service Level for Key Performance Indicator	Frequency of Measurement									
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator													
		Supplier]														
[New Performer]	[Per 2]	[The Supplier notifies the Applicant in writing within 5 Working Days of receipt of the decision from the Area Team in relation to the Performer Application]	[Total number of Applicants notified in writing by the Supplier during the Service Period within 5 Working Days of receipt of the decision from the Area Team in relation to the Performer Application, expressed as a percentage of all such decisions required to be notified to Applicants during the Service Period]			[]%	[Monthly]							[Date of receipt of notification from Area Team]	[Date letter is sent to Applicant]	
[New Performer]	[Per 3]	[The Supplier shall add all successful Applicants as Performers to Performers List within five Working Days of notification from the Area Team to do so]	[Total number of successful Applicants added as Performers to the Performers List during the Service Period within five Working Days of a notification from the Area Team to do so, expressed as a percentage of all such notifications required to be given during the Service Period]			[]%	[Monthly]							[Date of receipt of notification from Area Team]	[Date Applicant added to the Performer List]	

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Key Performance Indicators							Target Service Level for Key Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop	
Service Specification Chapter		KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator							   					
	[Current Performer]	[Per 4]	[In accordance with the Area Team's instruction, the Supplier shall update the Performers List within two Working Days of receipt of any notifications from the Area Team in relation to alleged improper conduct regarding a Performer]	[Total number of updates made to the Performers List by the Supplier during the Service Period within two Working Days of receipt of any notification from the Area Team in relation to alleged improper conduct regarding a Performer, expressed as a percentage of all such notifications requiring Performers Lists to be updated by the Supplier during the Service Period.]			[]%	[Monthly]						[Date of receipt of notification from Area Team]	[Date Performer List updated]	
[Market Entry]	[Application]	[Mar 1]	[Applications are processed, validated and sent to the PSRC by the Supplier within 70 days of receipt of the Application by the Supplier]	[Total number of validated Applications submitted by the Supplier during the Service Period to the PSRC within 70 days of receipt of the Application, expressed as a percentage of all such validated Applications required to be submitted to the PSRC by the Supplier during the Service Period]			[]%	[Monthly]						[Date initial Application received]	[Date Application sent to PSRC]	

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Key Performance Indicators					PSRC	PSRC	Target Service Level for Key Performance Indicator	Frequency of Measurement	PSRC		PSRC		Clock Start	Clock Stop	PSRC
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator	PSRC					PSRC	PSRC	PSRC	PSRC			
	[Fitness to Practice Application]	[Mar 2]	[Fitness to Practice Applications are processed, validated and sent to the PSRC by the Supplier within 3 weeks of receipt of the Application by the Supplier]			[] %	[Monthly]					[Date initial Application received]	[Date Fitness to Practice Application is sent to PSRC]		
	[Outcome of Fitness to Practice Application]	[Mar 3]	[The Supplier shall notify the Applicant in writing within five Working Days of receipt of the PSRC's decision in respect of a Fitness to Practice Application]			[] %	[Monthly]					[Date of receipt of decision from PSRC]	[Date letter is sent to Applicant]		

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Key Performance Indicators						Target Service Level for Key Performance Indicator	Frequency of Measurement					Clock Start	Clock Stop			
Service Specification Chapter	KPI Ref.	Key Performance Indicator	Measurement of the Key Performance Indicator													
[User Satisfaction Survey]	[User Satisfaction Survey]	[Sat 1]	[User Satisfaction Survey]	[The Supplier shall carry out the User Satisfaction Survey in accordance with the User Satisfaction Survey Document.]			[]%	[Twice a year (in accordance with Paragraph 12.2 of Part A of Schedule 2.2 (Service Levels))]						[N/A]	[N/A]	

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2. TABLE TWO - SSL Performance Indicators

SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator												
[Payments]	[GP]	[Pay 5]	[All Correction Payments made to GP Practices are accurate and on time]	[The total number of Correction Payment Files generated and uploaded by the Supplier to ISFE during a Service Period (expressed as a percentage of all Payment Files in respect of Correction Payments required to be generated and uploaded by the Supplier to ISFE during the Service Period) which achieve both of the following requirements: a) Timeliness - Correction Payments Files uploaded on time (where "on time" means the Payment File is uploaded to ISFE at least 5 Working Days before the payment due date, as applicable to each GP Practice as set out in the Monthly GP Payment Schedule); and b) Accuracy - Correction Payments File data uploaded is accurate (where "accurate" means the Payment File data uploaded is consistent with the data made available to the Supplier and the rules and calculations the Supplier is responsible for applying in accordance with this Call-Off Agreement)]	[]%	[Monthly]							[Payment File uploaded to ISFE]		
	[Ophthalmic]	[Pay 6]	[Ophthalmic Contractors]	[Total number of invalid GOS	[]%	[Monthly]						[Date invalid]	[Date invalid]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]	
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]	
			are notified by the Supplier of invalid GOS Claim Forms within five Working Days of receipt of GOS Claim Form by the Supplier]	Claim Forms notified to all Ophthalmic Contractors during the Service Period by the Supplier within five Working Days of receipt, expressed as a percentage of all such invalid GOS Claim Forms required to be notified by the Supplier during the Service Period.]			[REDACTED]					GOS Claim Form returned]	[REDACTED]	
	[Ophthalmic]	[Pay 7]	[The Supplier shall rectify all payment errors (that are the fault of the Supplier) within 5 Working Days of being informed of the payment error by the relevant source]	[Total number of payments rectified during the Service Period (through resubmission of Payment File to ISFE) within 5 Working Days of receipt of a notification error by the Supplier from Ophthalmic Contractors, expressed as a percentage of all such payment rectifications required to be made during the Service Period.]	[]%	[Monthly]						[Date payment error rectified by uploading a Payment File via ISFE]		
	[Pensions]	[Pay 8]	[All GP locum and solo pension contributions are validated and submitted to the NHS Pensions Agency accurately and on time per the pensions contribution timetable issued by the NHS Pensions Agency (per each Employing Authority	[The total number of Pension Payment Files (relating to instructions received by the Supplier during the previous Service Period) validated and submitted by the Supplier to the NHS Pensions Agency (Pensions Online) via RFT during the Service Period (expressed as a percentage of all such Payment	[]%	[Monthly]						[Date the Payment File uploaded to RFT]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop			
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator												
		Code).]	Files required to be uploaded during the Service Period) which achieve both of the following requirements: a) Timeliness - Pension Payment Files uploaded on time (where "on time" means the Payment File is uploaded to the NHS Pensions Agency (Pensions Online) via RFT by the dates specified in the pensions contribution timetable issued by the NHS Pensions Agency (per each Employing Authority Code)); and b) Accuracy - Payments File data submitted is accurate (where "accurate" means the sums paid to the NHS Pensions Agency equal the equivalent amounts deducted from the relevant payments that have been processed through the payment system during the previous Service Period)]												
	[Pensions]	[Pay 9]	[All individual GP Pension Records are updated via Pensions Online in a timely and accurate manner following the submission of the Pension Payment File in accordance with Pay 8 above]	[The total number of individual GP Pension Records updated by the Supplier via Pensions Online (following submission of the Pension Payment File in accordance with Pay 8) during the Service Period (expressed as a percentage of all such GP Pension Records required to be updated during the Service Period) which achieve both of the following requirements:	[]%	[Monthly]						[Submission of the Pension Payment File in accordance with Pay 8]	[Date of upload of pensions data to Pensions Online]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]		
			<p>a) Timeliness - GP Pension Record data is uploaded on time (where "on time" means the individual GP Pension Record is uploaded to Pensions Online within 2 Working Days of submission of the Pension Payment File in accordance with Pay 8); and</p> <p>b) Accuracy - GP Pension Record data uploaded is accurate (where "accurate" means the data uploaded matches the accurate data uploaded to the NHS Pensions Agency in accordance with Pay 8)]</p>												
	[Pensions]	[Pay 10]	<p>[Requests for:</p> <p>a) estimates of pension benefits; and/or</p> <p>b) application for retirement benefits (form AW8),</p> <p>are notified to the NHS Pensions Agency within three Working Days of receipt by the Supplier]</p>	[Total number of requests for estimates sent to the NHS Pensions Agency during the Service Period by the Supplier within three Working Days of receipt of request, expressed as a percentage of all requests for estimates required to be sent by the Supplier during the Service Period]	[] %	[Monthly]							[Date of request for estimate received or date of complete and accurate application received]		[Date request for estimate or completed and accurate application sent to NHS Pensions Agency]
	[Pensions]	[Pay11]	[The NHS pensions compliance assurance statement is completed fully and submitted by the Supplier to the Customer	[The NHS pensions compliance assurance statement is completed fully and submitted by the Supplier on or before the annual cut-off date (specified by	[] %	[Annually]							[Date compliance assurance statement is available]		[Date sent to the Customer]

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measure-ment	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					
		on time]	the Customer which is informed by the NHS Pensions Agency))													
Registrations	[Registrations]	[Reg 4]	[Registration Transactions are completed by the Supplier within 10 Working Days]	[Total number of Registration Transactions completed by the Supplier during the Service Period within ten Working Days of initiation of the Registration Transaction, expressed as a percentage of all Registration Transactions required to be completed during the Service Period (where " completed " means the registration data has been validated and a central record has been created on Exeter/PCRM system or the registration has been correctly deleted or rejected in accordance with any Policy and Operating Procedures and " initiation " means the transaction is received onto Exeter/PCRM system)]	[]%	[Monthly]							[Date Registration Transaction is received onto Exeter/PCRM system]	[Date Registration Transaction completed]		
	[Registrations]	[Reg 5]	[Deduction Transactions are completed by the Supplier within 10 Working Days]	[Total number of Deduction Transactions completed by the Supplier during the Service Period within ten Working Days of initiation of the Deduction Transactions, expressed as a percentage of all Deduction Transactions required to be completed during the Service Period]	[]%	[Monthly]							[Date transaction is received and validated onto Exeter/PCRM system]	[Date removal request completed on Exeter/PCRM system]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]	
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]	
			(where " completed " means the Supplier has initiated a valid patient removal request on Exeter/PCRM system that will remove the patient from the GP Practice List at the appropriate time and " initiation " means the transaction is received onto Exeter/PCRM system)]											
	[Registrations]	[Reg 6]	[All valid requests to the Supplier from GP Practices to deduct patients from their GP Practice Lists (where the patient-GP relationship has broken down) are completed by the Supplier the same Working Day as such request is received]	[Total number of GP requests for patient to be deducted from GP Practice Lists (where the patient-GP relationship has broken down) completed by the Supplier during the Service Period the same Working Day as such requests are received from GP Practices, expressed as a percentage of all such GP requests for patient deductions required to be completed during the Service Period (where " completed " means that the Supplier has initiated a valid patient removal request on Exeter/PCRM system that will remove the patient from the GP Practice List at the appropriate time)]	[] %	[Monthly]						[Date of receipt of removal request, provided it is received before 3 pm on a Working Day (if received on or after 3 pm on a Working Day, the clock starts the next Working Day)]		[Date removal request completed on Exeter/PCRM system]
	[Registrations]	[Reg 7]	[Avoidable Duplicate NHS Numbers issued during the service period total no more than 1% of all NHS Numbers on Exeter/PCRM system issued during the service	[Total number of Avoidable Duplicate NHS Numbers issued during the service period listed on Exeter/PCRM system at the end of each Service Period, expressed as a percentage of all NHS Numbers issued during the service period listed on	[Less than or equal to 1%]	[Monthly]						[N/A]		[N/A]

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]	
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator	[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
			period (including for all patients registered with DMS)]	Exeter/PCRM system at the end of each Service Period]											
	[Maintenance]	[Reg 8]	[Notifications of change of patient name and/or address are completed on Exeter/PCRM system within 2 Working Days of receipt of notification by the Supplier]	[Total number of change of patient name and/or address notifications completed during the Service Period on Exeter/PCRM system by the Supplier within 2 Working Days of receipt of such notification, expressed as a percentage of all change of patient name and/or address notifications required to be completed by the Supplier during the Service Period (where " completed " means the patient record is updated with correct name and/or address details)]	[]%	[Monthly]									
Records	[Movement]	[Rec 4]	[First medical record is produced by the Supplier within ten Working Days of confirmation of newly registered patient]	[Total number of first medical records created and distributed during the Service Period by the Supplier to the applicable GP Practice within 10 Working Days of confirmation of newly registered patient, expressed as a percentage of all such new medical records required to be created and distributed by the Supplier during the Service Period]	[]%	[Monthly]									
	[Movement]	[Rec 5]	[Following receipt of a request from a GP Practice for a patient's paper record which is required urgently for	[Total number of patients paper records (or other information as agreed with the relevant GPs) confirmed as dispatched by the sending GP Practices within 2	[]%	[Monthly]							[Date of receipt of request from GP Practice]	[Date of dispatch of patient paper record to requesting GP	

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator												
		clinical reasons, the applicable paper record or other information as agreed with the relevant GP Practice is despatched (via paper or electronic format or other means as agreed with the relevant GP Practice) to the requesting GP Practice within 2 Working Days]	Working Days during the Service Period, expressed as a percentage of all such patient records required to be arranged to be provided by the Supplier during the Service Period]									Practice]			
	[Data Quality Checks (tackling list inflation)]	[Rec 6]	[In respect of patients who are recorded on Exeter/PCRM system as residing in properties in which more than eight people are registered with GP Practices the Supplier shall contact patients in order to confirm whether address and registration details are correct]	[Total number of patients (who are recorded as residing in properties in which more than 8 people are registered with GP Practices) contacted by the Supplier within 10 Working Days during the Service Period to confirm that address and registration details are correct, expressed as a percentage of all patients who are required to be contacted (in accordance with the Customer's Tackling List Inflation policy (June 2013) (as amended from time to time) and, if applicable, in accordance with any Policy and Operating Procedure agreed in respect of patient list inflation) during the Service Period]	[]%	[Monthly]						[Date the obligation to contact relevant patients is triggered (in accordance with the Customer's Tackling List Inflation policy (June 2013) (as amended from time to time) and, if applicable, in accordance with any Policy and Operating Procedure agreed in respect of patient list inflation)]	[Date letter is made available by the Supplier for collection by postal service]		
	[Data Quality Checks (tackling list inflation)]	[Rec 7]	[The Supplier shall contact all patients recorded as having arrived from outside the UK within 1 month of the	[Total number of patients recorded as having recently arrived from outside the UK are contacted by the Supplier within 1 month of the first anniversary of	[]%	[Monthly]						[Date of registration plus one year]	[Date letter is made available by the Supplier for collection by postal service]		

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator												
			first anniversary of such patients first being registered at a GP Practice in order to confirm current registration and address details]	such patients first being registered at a GP Practice to confirm that current registration and address details are correct, expressed as a percentage of all such checks required to be carried out during the Service Period]											
	[Data Quality Checks (tackling list inflation)]	[Rec 8]	[The Supplier shall contact all GP Practices in the eleventh month of every Contract Year requesting a list of all patients who are recorded as not having had contact with the GP Practice in the past 5 years. The Supplier shall contact all such patients within 10 Working Days of receiving such list to confirm current address and registration details]	[Total number of patients recorded as not having had contact with the GP Practice within the past 5 years contacted by the Supplier in accordance with the Customer's Tackling List Inflation policy (June 2013) (as amended from time to time) within 10 Working Days to confirm that details are correct, expressed as a percentage of all patients recorded as not having had contact with the GP Practice within the past 5 years during the Service Period]	[]%	Annually						[The date an acceptable file of applicable patients is received from GP Practice]	[Date letter is made available by the Supplier for collection by postal service]		
	Screening	[Cervical]	[Scr 7]	[All PNL returns received from GP Practices are processed within five Working Days of receipt by the Supplier]	[Total number of PNL returns processed by the Supplier within 5 Working Days of receipt from GP Practices, expressed as a percentage of all PNL returns required to be processed during the Service Period]	[]%	[Monthly]						[Date PNL returns are received onto screening system]		
[Cervical]		[Scr 8]	[All test result data received from the laboratory that does not automatically match with	[Total number of test results manually inputted by the Supplier during the Service Period (expressed as a percentage of all	[]%	[Monthly]						[Date test result mismatches on screening system]	[Date test result is manually input and checked]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					
						[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]					
		patient record data on Exeter/PCRM system is matched to patient record data manually and inputted accurately in accordance with patient record data and on time.]	test results required to be manually inputted during the Service Period) which achieve the following requirements: a) Timeliness - Test results are manually inputted (where required) within 1 Working Day of receipt of such test results; and b) Accuracy - Test results manually inputted are accurate (where "accurate" means that the data inputted matches the patient record data)]			[REDACTED]							[REDACTED]		
	[Cervical]	[Scr 9]	[Following receipt of an audit report (including a draft report), the Supplier responds meaningfully to the relevant organisation(s) within 4 weeks of receipt]	[Total number of audit reports (including draft reports) responded to during the Service Period by the Supplier within 4 weeks of receipt, expressed as a percentage of all such audit reports required to be responded to by the Supplier during the Service Period (where "responded to" means the Supplier has set out a substantive response to each of the recommendations in the audit report).]	[]%	[As and when audit reports presented to the Supplier.]	[REDACTED]			[No dependency]	[No dependency]	[Date of receipt of the audit report]	[Date response to audit report sent]	[REDACTED]	
	[Cervical]	[Scr 10]	[Agreed audit report actions are implemented by the Supplier within the relevant timeframes agreed in writing between the parties following receipt of the final audit report by the Supplier]	[Total number of agreed audit actions implemented by the Supplier during the Service Period within the relevant timeframes agreed in writing between the parties following receipt by the Supplier of the final audit report, expressed as a percentage of the total number of all such agreed audit actions for	[]%	[As and when audit reports presented to the Supplier]	[REDACTED]			[If required, the Customer will work with the Supplier to implement relevant audit action(s)]	[If required, other stakeholders to work with the Supplier to implement relevant audit action(s)]	[Date final audit report received]	[Date relevant audit action implemented]	[REDACTED]	

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measure-ment	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]	
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
						[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]				
			the Supplier required to be completed by the Supplier within the Service Period]											
	[Breast]	[Scr 11]	[End Codes received by the Supplier from the BSO are updated on the relevant patient records within 3 Working Days of receipt]	[Total number of End Codes updated during the Service Period by the Supplier on the relevant patient records within 3 Working Days of receipt, expressed as a percentage of all end codes required to be updated by the Supplier during the Service Period]	[]%						[Monthly]	[Date of receipt of end codes]		[Date end codes updated]
	[Breast]	[Scr 12]	[All network transmission failures that appear on the ICM are resolved by the Supplier within 3 Working Days of initial appearance]	[Total number of network transmission failures resolved during the Service Period by the Supplier within 3 Working Days of initial appearance on the ICM, expressed as a percentage of all such network transmission failures required to be resolved during the Service Period]	[]%						[Monthly]	[Date of transmission failure]		[Date of resolution of transmission failure]
	[Breast]	[Scr 13]	[Following receipt of an audit report (including a draft report), the Supplier responds meaningfully to the relevant organisation(s) within 4 weeks of receipt]	[Total number of audit reports (including draft reports) responded to during the Service Period by the Supplier within 4 weeks of receipt, expressed as a percentage of all such audit reports due to be responded to by the Supplier during the Service Period (where "responded to" means the Supplier has set out a substantive response to each of the recommendations in the audit report).]	[]%						[As and when audit reports presented to the Supplier]	[Date of receipt of the audit report]		[Date response to audit report is sent]
	[Breast]	[Scr 14]	[Agreed audit report actions are implemented]	[Total number of agreed audit actions implemented by the	[]%						[As and when audit	[Date final audit report received]		[Date relevant audit action

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop			
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator													
		by the Supplier within the relevant timeframes agreed in writing between the parties following receipt of the final audit report by the Supplier]	Supplier during the Service Period within the relevant timeframes agreed in writing between the parties following receipt by the Supplier of the final audit report, expressed as a percentage of the total number of all such agreed audit actions for the Supplier required to be completed by the Supplier within the Service Period]		reports presented to the Supplier]								implemented]			
Performer List	[New Performer]	[Per 5]	[Incomplete Performer Applications are returned by the Supplier to the Applicant within 3 Working Days of receipt by the Supplier]	[Total number of incomplete Performer Applications returned to Applicants during the Service Period by the Supplier within 3 Working Days of receipt, expressed as a percentage of all such incomplete Performer Applications required to be returned by the Supplier during the Service Period]	[] %	[Monthly]							[Date incomplete application is received]	[Date incomplete application is returned to Applicant]		
	[New Performer]	[Per 6]	[The Supplier shall notify all relevant Performer List Interested Parties of a new Performer on the Performers List within 5 Working Days of receipt of notification from the Area Team to add an Applicant as a Performer]	[Total number of new Performers notified to all relevant Performer List Interested Parties during the Service Period by the Supplier within 5 Working Days of receipt of notification from the Area Team to add an Applicant as a Performer, expressed as a percentage of all such notifications required to be provided by the Supplier during the Service Period]	[] %	[Monthly]							[Date of notification of new Performer from Area Team]	[Date all Performer List Interested Parties notified of new Performer]		
Market Entry	[Application]	[Mar 4]	[The Supplier sends each Applicant a written acknowledgement of receipt of an Application within 3 Working Days of	[Total number of written acknowledgements sent to Applicants during the Service Period by the Supplier within 3 Working Days of receipt of an	[] %	[Monthly]							[Date initial application is received]	[Date receipt of application is sent to the Applicant]		

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measurement						Clock Start	Clock Stop		
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator											
		receipt of the Application]	Application, expressed as a percentage of all such written acknowledgments required to be sent by the Supplier during the Service Period]											
[Application]	[Mar 5]	[The Supplier sends each Applicant a hard copy receipt for Application Fee paid within five Working Days of receipt of an Application Fee]	[Total number of hard copy receipts sent to Applicants during the Service Period by the Supplier within 5 Working Days of receipt of an Application Fee, expressed as a percentage of all such receipts required to be sent by the Supplier during the Service Period]	[]%	[Monthly]						[Date cheque for the correct fee is received from the Applicant]	[Date receipt is sent to the Applicant]		
[Application]	[Mar 6]	[The Supplier processes and submits to the PSRC all Change of Ownership Applications and/or Right to Return Applications (where there is no requirement to process a Fitness to Practice Application) within 5 Working Days of receipt of any such application]	[Total number of Change of Ownership Applications and/or Right to Return Applications (where there is no requirement to conduct a Fitness to Practice Application) processed and submitted to the PSRC during the Service Period by the Supplier within 5 Working Days of receipt of such applications, expressed as a percentage of all such applications required to be processed and submitted by the Supplier during the Service Period]	[]%	[Monthly]						[Date valid and complete application is received]	[Date application is sent to PSRC]		
[Application]	[Mar 7]	[Change of Ownership Applications and/or Right to Return Applications (where Fitness to Practise Application is required) are sent by the Supplier to the PSRC within three weeks of receipt of any such applications]	[Total number of complete Change of Ownership Applications and Right to Return Applications (where Fitness to Practice Application is required) sent to the PSRC during the Service Period by the Supplier within three weeks of receipt of such applications, expressed as	[]%	[Monthly]						[Date valid and complete application is received]	[Date application is sent to PSRC]		

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SSL Performance Indicators					Target Service Level for SSL Performance Indicator	Frequency of Measurement	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]
Service Specification Chapter		SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
							[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			
				a percentage of all such applications required to be sent by the Supplier during the Service Period]										
Defence Medical Service (DMS)	[Registrations]	[DMS 1]	[The Supplier provides the DMS unit with the NHS Number of DMS personnel and DMS personnel dependents within five Working Days of notification of registration from the DMS unit]	[Total number of NHS Numbers for DMS personnel and their dependents provided to the DMS unit during the Service Period by the Supplier within five Working Days of receipt of notification of registration on Exeter/PCRM system, expressed as a percentage of all such NHS Numbers required to be provided by the Supplier during the Service Period]	[]%	[Monthly]						[Date of registration]	[Date NHS number sent to DMS unit]	
	[Records - Movement]	[DMS 2]	[The Supplier shall forward medical records for DMS personnel dependants to DMS units within four weeks of registration of the DMS personnel dependents with the DMS unit]	[Total number of DMS personnel dependent records forwarded during the Service Period by the Supplier to DMS units within 4 weeks of registration of the DMS personnel dependent on Exeter/PCRM system, expressed as a percentage of all DMS personnel dependents records required to be forwarded during the Service Period]	[]%	[Monthly]						[Date of registration]	[Date medical record sent to DMS unit]	
	[Records - Movement]	[DMS 3]	[The Supplier shall provide the relevant GP Practice with a summary DMS personnel medical	[Total number of summary DMS medical records (or details of how to obtain such records) provided by the Supplier during the	[]%	[Monthly]						[Date discharge confirmed]	[Date summary DMS personnel medical record or details how to	

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SSL Performance Indicators				Target Service Level for SSL Performance Indicator	Frequency of Measure-ment	[REDACTED]		[REDACTED]	[REDACTED]		Clock Start	Clock Stop	[REDACTED]	
Service Specification Chapter	SSL Ref.	SSL Performance Indicator	Measurement of the SSL Performance Indicator			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]	
		record (or details of how to obtain such record) within 10 Working Days of receipt of confirmation of DMS personnel discharge]	Service Period to GP Practices within ten Working Days of receipt of notification of DMS personnel discharge, expressed as a percentage of all such records or details required to be provided by the Supplier during the Service Period]			[REDACTED]						obtain such a record is sent to GP Practice]		

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PART III: Definitions

The definitions in this Part III of Annex 1 to Schedule 2.2 (Service Levels) shall only apply in connection with this Schedule. If a capitalised term is used in this Schedule and not defined in this Part III then the applicable definition in Schedule 1 to the Framework Agreement shall apply.

"Applicant"	means, as the case may be, either: <ul style="list-style-type: none"> (a) an applicant in respect of a Performer Application; or (b) an applicant in respect of a Pharmaceutical Application.
"Application Fee"	means the applicable fee in respect of a Pharmaceutical Application;
"Avoidable Duplicate NHS Number"	means an NHS Number issued to a patient who has previously been issued with an NHS Number in England and Wales which is capable of being traced on the Spine (excluding patients issued with an NHS Number in Northern Ireland or Scotland);
"Batch Specification"	means the specification for the relevant cohort of women to be called for screening;
"Change of Ownership Application"	means a change of ownership application as described in the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;
"Contract Variation"	means, in respect of a GP Practice, a variation to the monthly payment of the global sum or baseline contract value for that GP Practice;
"Correction Payment"	means a payment to correct a payment error in respect of a GP Payment File;
"Correction Payment File"	means a form of payment file to be completed and submitted by the Supplier to ISFE in order to trigger a Correction Payment to a GP Practice;
"Deduction Transaction"	means the removal of a patient's registration with a GP Practice;
"DMS Personnel"	means patients in the armed services who are registered with the Defence Medical Services;
"DMS Personnel Dependants"	means dependants of DMS Personnel who are registered with the Defence Medical Services;
"DMS Unit"	means the relevant unit in each military base that administers Defence Medical Services;
"Employing Authority Code"	means the unique identifying code for each employing organisation within NHS Pension Scheme;
"End Codes"	means the computer code used to describe the closure of a screening

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episode for a woman invited for screening;

"Fitness to Practice Application"

means an application to determine a pharmacist's fitness to practice;

"GP Links"

means the mechanism through which the different GP systems interface with NHAIS for the exchange of patient registration data;

"GP Payment File"

means the form of payment file to be completed and submitted by the Supplier to the ISFE in order to trigger a payment to a GP Practice;

"GP Pension Record"

means, in respect of every GP, the individual personal record held on the NHS Pension Agency database which the Supplier must maintain as per NHS Pensions Agency deadlines in respect of all GPs on the Employing Authority Code;

"GP Practice List"

means in respect of each GP Practice, the list of patients registered with that GP Practice;

"GP Held Medical Records"

means the medical records held at a GP Practice in hard copy;

"Market Entry Application"

means an application to open a pharmacy;

"Monthly GP Payment Schedule"

has the meaning given to it in Paragraph 10.1 of Schedule 2.2 (Service Levels) of the Call-Off Terms;

"Monthly Ophthalmic Payment Schedule"

has the meaning given to it in Paragraph 10.2 of Schedule 2.2 (Service Levels) of the Call-Off Terms;

"National Back Office"

means the systems operated by HSCIC which hold master records for all patients in England;

"National Policy Exclusions"

means any advisory letters issued by Public Health England to advise of good practice in respect of provision of Primary Care Support Services;

"NHS Number"

means the unique reference number given to each individual registered with the NHS in England and Wales;

"Ophthalmic Contractor"

means an ophthalmic practice (whether a sole practitioner, a partnership or a body corporate);

"Ophthalmic Payment File"

means the form of payment file to be completed and submitted by the Supplier to the ISFE in order to trigger a payment to an Ophthalmic Contractor;

"Payment Files"

means either a Correction Payment File, a GP Payment File, a Pharmacy Payment File, an Ophthalmic Payment File or a Pharmacy Payment File, as the case may be;

"PCRM"

means primary care registration management system to be developed

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by HSCIC to replace the patient registration functionality of NHAIS;

"PCS Office"	means the location from where the Services are provided by the Supplier;
"Pension Payment File"	means the form of payment file to be completed and submitted via RFT to the NHS Pensions Agency by the Supplier in order to trigger a payment in respect of pensions;
"Pensions Online"	means the online database used to update a GP Pension Record;
"Performer Application"	means an application by a practitioner (whether Medical, Dental or Ophthalmic) for inclusion on a Performer's List;
"Performer List Interested Parties"	means Area Teams (medical directorate, commissioning and GP appraisal teams), and the Deaneries for the Trainees (both medical and dental);
"Pharmaceutical Application"	<p>means any of the following applications to the Pharmaceutical Services Regulation Committee:</p> <ul style="list-style-type: none">(a) Market Entry Application;(b) Fitness to Practice Application;(c) Right to Return Application; and(d) Change of Ownership Application.
"Pharmacy Payment File"	means the form of payment file to be completed and submitted by the Supplier to the NHS Prescription Services in order to trigger a payment to a pharmacy;
"PNL"	means a prior notification list in respect of patients who will be called for cervical screening;
"Registration Transaction"	means the registration of a patient with a GP Practice;
"Requestor"	means a party making a subject access request in accordance with the DPA 1998 or the Access to Health Records Act 1990 (as the case may be);
"Right to Return Application"	means a right to return application as described in the NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;

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Appendix 17

Financial Reporting Documents

Part 1

Initial Financial Model

[Note to Customer: The Supplier's Initial Financial Model to be set out here.]

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Part 2

Template Financial Reports

[Note to Customer: The forms of Contract Amendment Report and Annual Contract Report to be set out here]

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Schedule 2.1 (Call-Off Procedure)

Part 3

Financial Reporting Model

[Note to Customer: The form of Financial Reporting Model to be set out here]

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